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October 10, 2023

Via Hand delivery and Electronic Mail

Melanie A. Bachman, Esq.
Executive Director/Staff Attorney
Connecticut Siting Council
10 Franklin Square
New Britain, CT 06051

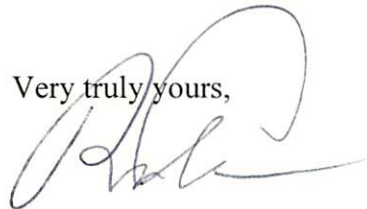
Re: Petition No. 1586 – Dominion Energy Nuclear Connecticut, Inc. – Petition for a Declaratory Ruling on the Need to Obtain a new or Modify an Existing Siting Council Certificate to Modify the Boundary of the Site at the Millstone Power Station, Waterford, Connecticut

Dear Attorney Bachman:

On behalf of the Town of Waterford, enclosed please find the original and fifteen (15) copies of the Party's Responses to the Council Interrogatories in Petition No. 1586. Electronic copies of these responses have also been sent to the Council earlier today.

If you have any questions or need any additional information, please do not hesitate to contact me.

Very truly yours,



Robert A. Avena
Waterford Town Attorney

RAA/pmn
Enclosure

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A Tradition of Innovative Solutions

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STATE OF CONNECTICUT
CONNECTICUT SITING COUNCIL

IN RE:	:	
	:	
A PETITION OF DOMINION ENERGY	:	PETITION NO. 1586
NUCLEAR CONNECTICUT, INC. FOR A	:	
DECLARATORY RULING ON THE NEED TO	:	
OBTAIN A NEW OR MODIFY AN EXISTING	:	
SITING COUNCIL CERTIFICATE TO MODIFY	:	
THE BOUNDARY OF THE SITE AT THE	:	
MILLSTONE POWER STATION, WATERFORD,	:	
CONNECTICUT	:	OCTOBER 10, 2023

**RESPONSES OF THE TOWN OF WATERFORD
TO CONNECTICUT SITING COUNCIL INTERROGATORIES**

On September 26, 2023, the Connecticut Siting Council (“Council”) issued Interrogatories to the Town of Waterford, relating to Petition No. 1586. Below are the Town’s responses.

Notice

Question No. 1

Has the Town of Waterford (Town) held any public information meetings on the proposed data center since the filing of Dominion Energy Nuclear Connecticut, Inc.’s (DENC) Petition? If yes, when and what comments and concerns were expressed by residents?

Response

The Town of Waterford has not held any public information meetings on the proposed data center since the filing of Dominion Energy Nuclear Connecticut, Inc.’s (DENC) petition. Various comments and concerns have been expressed to the First Selectman’s Office, the Board of Selectmen and the Representative Town Meeting. A summary of the comments received by

the Selectmen (before and after the petition) and copies of comments made at the October 2, 2023 RTM meeting are attached as Attachment A.

Question No. 2

Has the Town reviewed any preliminary studies, proposed site plans or applications for land use and environmental permitting for the data center construction to date? If yes, please describe.

Response

No applications or site plans have been submitted for permitting review by the Planning & Zoning Commission or Conservation Commission (which functions as Waterford's Inland Wetlands Commission).

Question No. 3

Referencing DENC's response to Council Interrogatory 1, when did the Town enter into a Municipal Host Fee Agreement with NE Edge for the data center? Were any comments and/or concerns expressed by Town boards and commissions prior to entering the agreement?

Response

The Host Municipality Fee Agreement was signed on March 17, 2023. The Board of Selectmen and Representative Town Meeting received and made comments on the proposed Host Municipality Fee Agreement prior to its approval and are reflected in the minutes of the joint Board of Selectmen – Representative Town Meeting on February 22, 2023 (See Attachment B).

Question No. 4

How many data centers are proposed for construction within the existing Millstone Power Station (MPS) site boundaries?

Response

Two

Question No. 5

Describe the full Town process for evaluation of an application for construction of a data center.

Response

Any such application will be subject to evaluation based on the Town's planning and zoning regulations and wetland's regulations in accordance with all relevant State statutes the application forms involved which are available on Waterford's website under Planning Department. The Conservation Commission, acting as the Town Wetlands Commission, and Planning and Zoning Commission would follow their respective regulations for wetlands and zoning along with applicable State law.

Question No. 6

What studies would the Town require in its evaluation of a data center application? For example, visual impact, noise, traffic, environmental, decommissioning, emergency response, etc.

Response

Since the Town has never received a data center application it is difficult to describe precisely the evaluation process. The normal wetlands and zoning approval process would be followed based on Waterford and State regulations.

Question No. 7

Describe how the proposed boundary revision and data centers comply with Public Act 21-1, "An Act Concerning Incentives for Qualified Data Centers to Locate in the State."

Response

The only compliance with Public Act 21-1 thus far is the Host Municipality Fee Agreement (See a portion of Attachment B).

Question No. 8

Is the Town located in a Federal Opportunity Zone or Enterprise Zone, as defined under Public Act 21-1?

Response

No

Question No. 9

What is the duration of the proposed data center lease/useful life? Does it comply with Public Act 21-1?

Response

Until the Town receives a submission for a data center the Town is unable to predict the lease term or useful life of a proposed data center.

Question No. 10

What impacts could the MPS boundary revision have on Town designations and uses of the existing MPS site? For example, changes to zoning, emergency response, open space, etc.

Response

Until a zoning application is filed for any proposed data center the Town is unable to determine any impacts.

Question No. 11

How would the construction phase and operation phase of the proposed data center at the

MPS site impact the Town Emergency Evacuation Plan? What modifications would need to be made for each phase of data center development?

Response

Without knowing the scope and sequencing of the construction of any data center it is difficult for the Town to determine the specific impact on the TEEP but if such a submission is made and the project is pursued the Town is confident its Emergency Planning staff could make any necessary adjustments to the TEEP to protect community health and safety.

Question No. 12

How is the data center construction at the MPS site consistent with the Town's Plan of Conservation and Development (POCD)?

Response

In Attachment C please find the highlighted provisions of the Town's 2012 POCD and 2015 POCD Supplement which would make the construction of a data center at the MPS consistent with the Town's POCD.

Question No. 13

Referencing the attached State POCD Map by GZA, dated December 20, 2011 (Attachment 9 to the Docket 265A application), what impact would development of Lease Areas 1-3 for the data center and its switchyard have on the Preserved Areas and Development Policies identified on the map?

Response

As indicated above, without a submission the Town is not informationally positioned to ascertain any impact which a data center might conceivably have on the MPS property.

Question No. 14

What changes to the State and Town POCDs have occurred since December 20, 2011 relative to planning and development policies in the area surrounding the MPS site, if any?

Response

Please refer to OPM for changes since December 20, 2011 to the State POCD regarding the MPS site. See Attachment D for the Town's POCD business plans in 1998 and 2012 regarding the MPS site.

Question No. 15

How would construction of the data center and its switchyard impact the Town's open space goals? Please explain.

Response

Use of approximately 10% of industrially zoned land on a 500 acre site would seem to have limited effect on the Town's open space goals since the Town has no expectation of open space land being designated on any one of the Town's limited industrial zoned properties.

Question No. 16

Has the Town considered any alternative sites for the data center? If yes, please identify the locations.

Response

No other sites for data center development have been proposed in Waterford to date and Waterford has not considered any other sites.

Question No. 17

Please identify the locations on a map and describe any potential impacts construction of the data centers at Lease Areas 1-3 on the MPS site would have on the following resources:

- a. Long Island Sound
- b. Jordan Cove
- c. Niantic Bay and River
- d. Surrounding beaches and boardwalks
- e. Residences and businesses
- f. Public recreational areas
- g. Protected species
- h. Seaside State Park
- i. Historic and cultural resources
- j. Water supply and usage
- k. Agricultural areas

Response

The Town cannot comment on any potential impacts until it sees a full submission for a data center.

Question No. 18

Referencing DENC Response to Council Interrogatory 18, has NE Edge discussed with the Town its intention to install sound attenuation measures to meet noise control regulations? If so, what sound attenuation measures are proposed to be installed?

Response

Yes (see section 8 of the Host Municipality Fee Agreement as shown in Attachment B). No specific measures have yet been proposed because no submission has been filed with the Town. Any such submission must comply with the sound requirements of section 8 of the Agreement.

Question No. 19

Referencing Petition Exhibit 1, Connecticut Siting Council Site Plan, Map References 2A-2D, does the Town have any comments or recommended mitigation measures for the protection of the wetlands and watercourses on, adjacent to or traversing Lease Areas 1-3. If yes, what are the recommendations?

Response

As indicated, no submission has been made so no comments are possible and no measures can be recommended for wetlands protection. To the best of the Town's knowledge, the property owner and developer are keenly aware of the wetlands issues on the property and have been factoring said wetlands into the development of the submission they intend to file when complete.

Question No. 20

How would construction of the data center and its switchyard change the visual character of the area surrounding the existing MPS site?

Response

The Town cannot assess any changes to the visual character of the surrounding area until it sees what may be proposed.

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of October, 2023 a copy of the foregoing was sent,
via electronic mail, to:

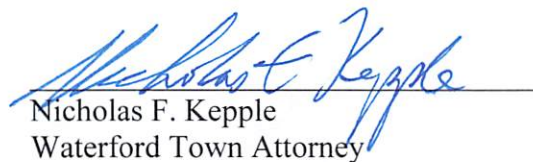
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Nicholas F. Kepple
Waterford Town Attorney

ATTACHMENT A

Data Center Concerns

Date Rec'vd	Author	Category	Concern
3/9/2023 Email	Robin Grandieri	Environment	Nature and shoreline are in jeopardy due to data center's location
3/20/2023 snail mail	Citizen Group of Groton	Environment	Contribution to global warming caused by electricity required to run a data center (250 megawatts) which is same amount needed to supply electricity to every household in 4 largest cities in Connecticut (200,000 households).
3/20/2023 Email	Mike Listano	Environment	Water table in area is already high and those on even numbered side of Millstone Road West get runoff. More construction will probably increase the water.
3/20/2023 Email	Mike Listano	Environment	250 megawatts will require a lot of electrical energy that needs to be cooled. Concerned with that much electrical waves near homes, long term exposure to people and environment and concern for wildlife.
3/8/2023 Email	Joan Donovan	Environment	What studies will be done to address environmental issues to surrounding environment?
3/20/2023 snail mail	Citizen Group of Groton	Environment	Are the data centers going to pump warm water into ocean? Would this effect climate change?
2/22/2023 Email	Nicholas Shaffer	Environment	If project proposes to use water from Niantic Bay or Long Island Sound in its cooling design, what impact will that have on coastal resources and what additional permits will be required from State and Federal agencies?
2/22/2023 Email	Nicholas Shaffer	Environment	What impact the storm water design (during and post construction) will have on coastal resources of Niantic Bay and Long Island Sound and the design should include LID in accordance with local and state requirements.
2/22/2023 Email	Nicholas Shaffer	Environment	What impact the use of storage of any hazardous materials (during and post construction) on the site will have on coastal resources of Niantic Bay and Long Island Sound.
3/25/2023 Email	Dr. Lisa Kuntz	Environment	Where will the wildlife that will be displaced by the data centers go? What provisions will be made for the wildlife? What effect will the data centers have on the wildlife that remains? If there is no impact anticipated, how can this be known? The data centers are not yet built.
3/25/2023 Email	Dr. Lisa Kuntz	Environment	It is my understanding that the water to cool the equipment in the data centers are part of a self contained system and that when the water needs to be emptied, it will be taken off site. Can this be written into the regulations so that dumping of this water can never be done on the Dominion property? Where will this water be dumped? I would like to know and understand where this is being done and the impact on the environment of that area.

Date Rec'vd	Author	Category	Concern
3/25/2023 Email	Dr. Lisa Kuntz	Environment	The study of the impact of EMFs appears to be in its infancy. Will there be any monitoring of EMFs from the data centers? Will the construction of the buildings have the ability to limit EMFs released into the environment?
4/4/2023 Email	Edward Saller	Environment	The Data Center would displace animals living in the woods and wetlands. It will mitigate damage to wetlands, which feeds Cranberry Pond.
4/4/2023 Email	Edward Saller	Environment	The proposal does not say how the very hot water generated by the data center will be cooled. Cooling towers? Dumping it into the wetlands? Directing it to Niantic Bay? If the intent is to recycle the water it must be cooled and coolers and water pumps generate a lot of noise. If fresh water is used, does new London have the ability to supply fresh water from their reservoirs? Current water management requires East Lyme to replace water from their wells during the off season. Will the Data Center be allowed to drill its own wells, virtually sucking the water out of the wetlands?
9/26/2023 Email	Lynne Porter	Environment	Greatly concerned for the precious coastal environment.
2/26/2023 Email	Alferra Letter to Editor NL Day	Location	Use Mall, Industrial Park or Airport
3/8/2023 Email	Joan Donovan	NE Edge	What review has been made of the company chosen to build the center?
3/10/2023 Email	James Williams	NE Edge	NE Edge and Tom Quinn not reputable and are involved in major legal action. Is it wise for Town to get involved with them? Are there other more reputable companies?
3/13/2023 snail mail	Christine Donovan	NE Edge	Concerned because Groton ended negotiations and there is a \$30B legal action against a company labeled as 'shady'
3/13/2023 Email	Kathy Sheaffer	NE Edge	They have never built a data center and have a history of legal issues. Best predictor of future is past behavior.
3/13/2023 Email	Kathy Sheaffer	NE Edge	Why did other towns stop dealing with NE Edge and previous company names? Why did other towns put their residents above "green".
3/20/2023 Email	Mike Listiano	NE Edge	Town shouldn't get involved with a company that has a \$30B lawsuit against it.
3/27/2023 Email	Nicholas Fiorillo	NE Edge	Lawsuit Gotspace Data, LLC v. NE Edge, LLC. Justice will be served by an unbiased jury in RI. Lawsuit exhibits attached.
3/8/2023 Email	Kevin/Toby Flanagan	Project	Concerned that project is moving too quickly

Date Rec'vd	Author	Category	Concern
3/8/2023 Email	Joan Donovan	Project	Proposal moved quickly through Town approvals
3/9/2023 Email	Michelle Fonatine- Calkins	Project	What is the status?
3/13/2023 Email	Kathy Sheaffer	Project	Does Town have potential tenant for data centers?
3/13/2023 Email	Kathy Sheaffer	Project	Did you talk to neighbors of data centers in VA? Have you watched You Tube and Google videos that show disastrous effects data centers have on many people? Does it concern you?
2/22/2023 Email	Nicholas Shaffer	Project	Please address how proposed development will address Coastal Site Plan Application and review/appeal by CT DEEP and how all requirements of CGS Chapter 444, Section 22a-90 through 22a-113 (consistent with Section 22a-92) will be met.
2/22/2023 Email	Nicholas Shaffer	Project	How the project would be considered a water-dependent use, since it is located on a waterfront site, or how it would provide public access?
2/22/2023 Email	Nicholas Shaffer	Project	What impact the proposed construction and development of the site would have on existing storage of nuclear waste and nuclear power plant operation on the adjacent site including need for blasting and or other construction impacts
2/22/2023 Email	Nicholas Shaffer	Project	Analysis should be done on the potential impacts the emergency or long term shut down of the power plant would have on the data center operation, cooling, etc.
2/22/2023 Email	Nicholas Shaffer	Project	A study of the adequacy of the water, electric and sanitary sewer should be provided up front and any necessary improvements or upgrades to existing facilities.
3/20/2023 snail mail	Citizens for Waterford	Project	Town should investigate data centers with same megawatt size and that are air cooled.
3/25/2023 Email	Dr. Lisa Kuntz	Project	How will these building be built to blend in with the environment? What natural barriers will be preserved or planted? There are not good natural barriers for the power plant so this is a concern.
3/25/2023 Email	Dr. Lisa Kuntz	Project	What, if any, impact will there be on Cranberry Pond? If there is no impact anticipated, please explain. In conjunction with this, there is an access road to the Dominion property and a pipe for drainage under this road from Cranberry Pond. No one seems to take ownership of the road or the pipe, which is in need of repair. Is this project a way to get someone to take ownership of the road leading up to Dominion by the main beach at MPA? Is this a way to force work on the pipe and better preserve Cranberry Pond?

Date Rec'vd	Author	Category	Concern
4/4/2023 Email	Edward Saller	Project	Can the town trust this developer to do what it has to do to create an environmentally friendly noise free facility? Montville got stung by this group and Quinn and Company are currently in court for lawsuits totaling millions of dollars. Who is financially bankrolling this project? The town has a right to know. Is it Dominion? They have the most to gain and can support the data center logistically with power by adding diesel generators in the event the nuclear plants go off line.
4/4/2023 Email	Edward Saller	Project	The fee proposal in lieu of property tax should be of concern. What if the data center doesn't pay? What liens would the town have on the property and facility?
3/8/2023 Email	Joan Donovan	Property Value	Severe impact on home values
3/9/2023 Email	Robin Grandieri	Property Value	How will property values be affected due to proximity to data centers?
3/13/2023 Email	Kathy Sheaffer	Property Value	Concerned that humming will diminish property value; Will taxes be reduced?
4/3/2023 Email	Kathleen Pavlick	Property Value	Nothing is a sure thing with data centers except the losses. The money we are supposed to gain is not a fixed amount. Neither is the amount of time we will receive it. There are more documented losses than guaranteed gains. There are no guarantees on how long data centers will remain viable. This industries products quickly become obsolete. We loose taxes Millstone now pays on tax exempt data center land. Property values in area neighborhoods drops, along with their taxes, because of the noise, air and water pollution. Birth rates and school enrollments are going down, so there's no need to raise taxes.
2/26/2023 Email	Alfera Letter to Editor NL Day	Public Meeting	Request for meeting
3/8/2023 Email	Kevin/Toby Flanagan	Public Meeting	Request for information/discussion
3/8/2023 Email	Joan Donovan	Public Meeting	Want more information as soon as possible
3/9/2023 Email	Robin Grandieri	Public Meeting	Neighbors want a 'seat at the table' at all meetings and discussions and want their concerns heard and reasonably addressed
3/10/2023 Email	James Williams	Public Meeting	Requesting a meeting ASAP
3/13/2023 Email	Christine Donovan	Public Meeting	Request for more opportunities to have a public forum

Date Rec'vd	Author	Category	Concern
3/8/2023 Email	Joan Donovan	Quality of Life	Severe impact on quality of life
3/9/2023 Email	Robin Grandieri	Quality of Life	Will construction be done during months that residents spend outdoors? Wants to preserve quality of life
3/13/2023 Email	Christine Donovan	Quality of Life	Other communities next to data centers have health issues; Close to residential area and little league fields.
3/13/2023 Email	Kathy Sheaffer	Quality of Life	Concerned they won't be able to enjoy yards, beaches or have windows opened
3/25/2023 Email	Dr. Lisa Kuntz	Quality of Life	While I understand that access to the power plant land was restricted after 9/11, I do think this would be a good time to request a reevaluation of this. As part of this project, if it is approved, I would like MPA members (and Waterford community members) to have access to the property for walking trails. This was possible many years ago and with the expansion on the property to a business other than the power plant, it seems like a reasonable request.
4/3/2023 Email	Kathleen Pavlick	Quality of Life	Data centers have only generated elevated heat, noise and E waste into the environment. Groton voted NO because "when one considers the cost in the predictable degradation of air quality, water resources, noise levels, and almost certainly, loss of health" Data centers are proven to cause hearing loss, hypertension, increased stress and cortisol. Don't put a price on Waterford residents mental and physical health.
2/26/2023 Email	Alfera Letter to Editor NL Day	Sound	Has already tolerated noise from Dominion and concerned about more
3/8/2023 Email	Deborah Montana	Sound	Concerned about pitch (not volume) which is piercing and constant and this falls outside of noise guidelines and decibel range
3/8/2023 Email	Robin Lineberger	Sound	Visited VA and heard constant hum and whir from air handlers (not generators) easily heard from 200 yards away
3/8/2023 Email	Kevin/Toby Flanagan	Sound	Wants more information on steps NE Edge will take to alleviate noise. Wants mitigation strategies that have been used in other instances
3/8/2023 Email	Joan Donovan	Sound	Concerned about added noise; What steps have been taken to mitigate noise concerns?
3/9/2023 Email	Robin Grandieri	Sound	How much noise is generated by a data center?
3/9/2023 Email	Michelle Fonatine-Calkins	Sound	Concerned about noise abatement with new data center; Wants walls put up and to keep area quiet.

Date Rec'vd	Author	Category	Concern
3/13/2023 Email	Christine Donovan	Sound	Heard that NE Edge is doing the sound analysis instead of a third party
3/13/2023 Email	Kathy Sheaffer	Sound	Concerned about 24/7 humming. Who decides if humming is unacceptable despite it being below decibel level? Who would pay for remedies after the fact?
3/20/2023 Email	Citizen Group of Groton	Sound	24/7 noise potential which could potentially ruin lives of those living nearby and could also devalue properties and life savings
3/20/2023 snail mail	Citizen Group of Groton	Sound	Air cooled system with air conditioners may produce unbearable noise emitted into nearby neighborhoods. There is no way to test the sound until the facility is built, which is then too late. NE Edge will just pay fines and keep going.
3/20/2023 snail mail	Citizen Group of Groton	Sound	If proposed sound level can not be met, what is the legal penalty? Will the building be taken down?
3/20/2023 snail mail	Citizen Group of Groton	Sound	What is the legal guarantee that your sound requirements will be met after the buildings are built?
3/20/2023 snail mail	Citizen Group of Groton	Sound	Sound expert was hired by the town of Wallingford who could give no assurance that noise pollution could be solved. Wallingford did not grant zoning change which denied center being built.
3/20/2023 Email	Mike Lisitano	Sound	Noise and constant buzzing/humming is unacceptable to residents and will ruin property values
2/22/2023 Email	Nicholas Shaffer	Sound	Noise impacts should be addressed upfront with a plan for complete mitigation of noise impacts on surrounding area, including East Lyme.
3/20/2023 Email	Citizens for Waterford	Sound	The developer needs to investigate and substantiate the claim "New Data Centers are Quiet"(from fact sheet). Where do these quiet data centers exist?
3/8/2023 Email	Deborah Montana	Sound	Once area is zoned for data center more will be built - compounding noise situation
3/29/2023 e Email	Kathleen Coss	Sound	Concerned with having a 24/7 low frequency fan noise.
3/25/2023 Email	Dr. Lisa Kuntz	Sound	noise from power plant should be addressed before adding more noise from data center. Meeting minimum, legally required standards is not enough.
3/25/2023 Email	Dr. Lisa Kuntz	Sound	Making sure there is a noise abatement plan required for BOTH the power plant and data centers is essential. I would volunteer my home as a monitoring station as well and support on-going monitoring of some type after the data centers are in operation.

Date Rec'vd	Author	Category	Concern
3/25/2023 Email	Dr. Lisa Kuntz	Sound	If the project is approved, what steps will be taken to control noise? Will the surrounding neighbors have any say in when construction takes place? The proposal contains lots of language about deadlines, but does not clearly indicate when the work would take place or how the noise associated with that process will be addressed.
4/4/2023 Email	Edward Saller	Sound	How ill noise be controlled? Mr Brule suggest there will be no diesel generators allowed at the data center, but will Dominion install more diesel generators to support a power outage that would affect the data centers operation? Those generators would be very close to the residents on Gun Shot Rd, who already have to listen to the daily noise of Dominion's operation. How will noise be controlled if cooling towers, pumps and coolers are used? Has the method of noise control been tested at other facilities? How will base line noise be tested? Will the tests occur when Dominion is in full operation? Will the town hire sound engineers to do the test or will it rely on the data center to test? (We wouldn't want the fox to guard the chicken coup, right?)
2/26/2023 Email	Alferra Letter to Editor NL Day	Traffic	Concerned with additional traffic; Near bus stop, risk to children
3/25/2023e	Dr. Lisa Kuntz	Traffic	it is my understanding that traffic for construction and future employees of the data centers will NOT affect the MPA neighborhood. Can this be written into the construction plan and final approval? It is my experience that if it is NOT written down, it does not exist.
3/13/2023 Email	Kathy Sheaffer	Reputation	Just in case you were interested in Lifeline Data Centers Inc reputation in the business world. I know many will question who they are, after reading the guidelines that they wrote. Weblink she sent doesn't work; couldn't verify what she sent.
3/25/2023 Email	Dr. Lisa Kuntz	Transparency	What is the plan for communicating with the community members? I fully understand the potential fiscal benefits of this plan for Waterford, Dominion and the developer. Are any immediate benefits being considered for residents of MPA or other surrounding neighborhoods? For example, free access to the new fiber optic technology for immediate neighbors of the data centers?
4/3/2023 Email	Kathleen Pavlick	Transparency	The sight plan shows two data centers. Their attny. McCoy said possibly four more. Construction originally was to last two years. Attny McCoy said four. We don't really know what we are agreeing to. They have never built one before, so they either don't know, or aren't being transparent.

Date Rec'vd	Author	Category	Concern
4/4/2023 Email	Edward Saller	Transparency	Will a performance and payment bond, be required to ensure the data center builders construct a quiet and environmentally safe facility? Will the bonds be large enough and require the bonding companies to step in if environmental and should criteria are not met? Will residents have recourse on those bonds?
8/15/2023 Email	Laurette Saller	Transparency	property value go down; additional source of noise; safety for children
3/28/2023 snail mail	Joan & Gary Shook	Transparency	Reservations regarding developer; noise; sleep disturbance, headaches, stress, hearing loss, blood pressure & cardiovascular health issues (due to noise); wildlife & marine community, loss of business; property values down; unhappy constituents
9/27/2023 Email	Molly Helms	Transparency	East Lyme resident requesting a town-wide meeting; believes data ctr will impact EL and NL.
8/15/2023 Email	Laurette Saller	Petition	Want a town-wide meeting; have Questions and Concerns
8/30/2023 snail mail	Kenneth Baldwin	Petition	Want a town-wide meeting; have Questions and Concerns
9/5/2023 hard copy	Michelle Calkins	Petition	Want a town-wide meeting; have Questions and Concerns
9/11/2023 Email	Richard martin	Petition	Want a town-wide meeting; have Questions and Concerns
9/5/2023 Email	Jennifer Lowney	Petition	Want a town-wide meeting; have Questions and Concerns
9/5/2023 Email	James & Heather Fillion	Petition	Want a town-wide meeting; have Questions and Concerns
9/6/2023 hard copy	Elaine Listano	Petition	Want a town-wide meeting; have Questions and Concerns
9/6/2023 hard copy	Dakota LaFountain	Petition	Want a town-wide meeting; have Questions and Concerns
9/5/2023 hard copy	Anonymous	Petition	Want a town-wide meeting; have Questions and Concerns
9/6/2023 snail mail	John Valliere, Esq	Petition	Want a town-wide meeting; have Questions and Concerns

Date Rec'vd	Author	Category	Concern
3/17/2023 Email	Cheryl Larder	Petition	700 signature petition
9/17/2023 Email	Gary Shook	Petition	Want a town-wide meeting & live streamed online for those that can't attend

RTM

Kathleen Pavlick
11 Race Rock Rd
Waterford, CT

Money, Money, Money

I normally would come up and read something I wrote about my concern for the environment of Waterford. The reason I purchased a home here was because of the beautiful, peaceful views of water and nature, all to be lost to the pollution from data centers. But, I've been repeatedly asking, at every chance, for environmental impact studies to be done before this development goes any further, to no avail.

So, I'm going to talk about the one issue that everyone seems to care about in this situation instead, money, money, money.

It all started when former investment banker, David Lehman and Governor Lamont passed a bill quickly, under "emergency" provisions, without any committee review, or public hearing, to exempt new data centers from paying CT taxes. Similar to Waterford's rush to sign a host agreement for data centers without notice or public hearing.

In a quote from the New London Day, David Collins said "It turns out another ugly component of this love fest for data centers, which, by the way, don't employ a lot of people, or generate much other economic development, is that they want to make private deals for discounts on the rates they pay for electricity. They use a lot." So, we as homeowners in Waterford, will pay more for

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our electricity than data centers, and be second in line to receive that energy, after the data centers, who have a "behind the meter" agreement, and will use up colossal amounts of energy. Oh, and we pay taxes, they don't.

Collins also wrote in *The Day* "The fee they pay in lieu of taxes is a pittance compared to what would be due in taxes on buildings full of tens of millions of dollars worth of computers," built on 55 acres of land. "The fees are contractual, unlike taxes, for which there is an established and simple legal procedure of liens and foreclosure for the town to use in the event of nonpayment." Promises, promises?

Companies proposing these data centers have never built one before. Yet, we are trusting them with the future of Waterford's land, environment, residents, wild life and economy. Other towns have rejected them based on questionable integrity. Wallingford councilor, Zandri said "he was concerned violators could find it more economically feasible to accept being in violation of local regulations and pay fines without making changes. If these sound levels are going to be breached and they have no way to bring them down, then they're just going to be fined and pay the fine." It's all about the money, and the casino is the only place we should be gambling with ours.

John C. Valliere, Esq.
Attorney At Law

**294 Millstone Road East
Waterford, CT 06385**

**Phone (860) 442-1294
Fax (860) 442-1295
AttorneyValliere@aol.com**

Via Email and Priority Mail

September 6, 2023

Melanie A. Bachman, Executive Director
State of Connecticut
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

RE: PETITION # 1586 from Dominion Energy Nuclear Connecticut, Inc.

Dear Ms. Bachman and Members of the Siting Council:

This is written requesting the Siting Council deny the Petition (#1586) from Dominion Energy Nuclear Connecticut, Inc (DENC). DENC is seeking a declaratory ruling regarding the Dominion property on Millstone Road (off Rope Ferry Road) in Waterford. While there are dozens of reasons why almost 20 percent of the site's north unallocated land should not be leased out and be used for data center projects, I will highlight a few.

First, as you are aware, this property was specifically designed over 50 years ago to accommodate nuclear reactors. Frankly, that plan and the critical thinking put into it 50 years ago, has been a success and has enabled the property to host 3 nuclear reactors and generate 50% of Connecticut's energy for many years.

The plan 50 years ago enabled the facility to have large swaths of land around it, presumably for safety, security, and to offer a large buffer to protect the surrounding neighborhoods and communities, including Waterford and East Lyme.

The current site plan allows the reactors, personnel working in the facility, and the surrounding community to remain safe. The site, with its large tracts of land, allows the energy producing equipment to be free from outside interlopers (including but not limited to, domestic terrorists and ill-intentioned persons) and allows the energy *producing* equipment to be the sole equipment on the property.

In terms of security, the long-term design for the property greatly assists Dominion to keep the reactors from harm. The reality of domestic terrorism in today's world is real. The current plan and layout of the property allows Dominion to control and secure the important nuclear reactors by keeping them at a significant distance from the public and

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ATTEST: *[Signature]*
JOHN C. VALLIERE

public thoroughfares. (It was only about 20 years ago when military Humvees with military personnel were stationed outside the entrances of the property to protect the property during the 9-11 crisis). Allowing other outside entities to develop on the property complicates the ability to keep the reactors safe and secure. Given the proposal in the Petition, there will be a much smaller buffer to keep the reactors isolated, safe, and secure, reducing the buffer from about a mile down to a little over 1000 feet.

Protection of the surrounding community is also part of the long-planned design of the property. The site as it currently sets, has done a great job of buffering the negative effects of the power plant from the surrounding neighborhoods. Allowing data centers on leased land on the Dominion property does not follow that plan. The data center projects have not been well publicized to the surrounding neighborhoods, and the ill effects, including but not limited to low level hum noise and environmental damage, have not been explained nor publicized. There is growing opposition to the plan as it becomes known.

Issuing a declaratory ruling without any stated long-term plan and allowing data centers takes away Dominion's (or any future owner's) ability to develop the land for energy generation. The property should be used exclusively for the generation of nuclear energy as it was designed and intended. Although reactor #1 has completed its planned mission, there are opportunities for newer nuclear reactor technologies to replace it, technologies that are smaller and more efficient than #1 ever was. Dismantling # 1 and building smaller and more efficient reactors, as is being done in Wyoming, is the type of construction that should be occurring on the Dominion site, not energy drawing data centers. Building nuclear reactors is what the site logically should be used for and fits into the past and future long-term plans.

If the Siting Council allows the 50-year plan to be destroyed and allows leasing for non-energy producing entities, where will it stop? Currently, the plan is for 2 data centers, one 1.132 million square feet (11 times the size of the average full scale data center) and a second 428,000 square feet in size (4 times the size of the average full scale data center). Although it is not outwardly shown, there is a plan for an additional 2 more data centers on the site in the future. If the Siting Council allows for one or two, it would be easier to then request for number three and four. The Siting Council would lose control of the ability to limit other "industrial uses" if it allows the data centers to start to grow on the property.

Issuing a declaratory judgment allowing the leasing and building of data centers on the Dominion site with no specifics of how the data center will affect the future of energy generation at the property is imprudent. There is no plan or documents offered on how the construction of the massive data centers and their long-term placement on the property affects the current operation of the facility as a power generator. Dominion is asking your permission to allow a company to lease and build data centers 4 and 11 times the normal size of average centers by a company that is less than 2 years old and has never successfully built a data center. In fact, at least three other towns have rejected the project, even though it would not have been placed in such a sensitive and secure location

as the Dominion site. This project should not just to be allowed to be developed on the Dominion site just by asking a simple declaratory ruling.

Enclosed, please find pictures of the site as Exhibits 1 and 2. In contrast to the map provided by Dominion as their Exhibit 1, the enclosed Exhibits 1 & 2 demonstrate the proximity to the neighborhoods and recreational sports fields, the significant amount of trees, vegetation and woods that would be cleared and destroyed, and the proximity to a large pond on the property, with no study of how this project will affect the numerous osprey nests at that pond as well as other wildlife on the property as a whole.

Also, of concerning note, is the August 30, 2023 responses to interrogatories by Dominion, which some at best are disingenuous and at worst misleading.

Question 1 and 2's Responses about the Town's expressed concerns and received comments are misleading. This project appears to be spearheaded by Waterford's First Selectman Robert Brule, who ironically is quoted by a local newspaper as saying he would not want a data center near his residence given the data center's extreme noise generation. As stated herein, this project has had very little publicity, as has Waterford's entering the Municipal Host Fee Agreement with NE Edge. The "unanimous" vote from the Board of Selectmen and the Representative Town Meeting (RTM) members was done, as some would say, "under the radar."

Enclosed as Exhibit # 3 is an email thread between RTM member Dan Radin and myself regarding this project. Coming from one of the RTM's own members, he states on page One in paragraph # 4 about the approval being "purely ceremonial" and about "optics" as opposed to the proposed project being thoroughly explained to town residents and vetted. He further expressed the First Selectman Brule could have signed the Agreement without any approval from the Board or RTM.

Even more disturbing is Dan Radin's assertion in Paragraph #6 that the meeting was "poorly publicized" and "held on short notice." This unprecedented, massive project was well in the works long before that meeting and yet the document to start the project was "approved" and entered into with little public comment or any reasonable notice to the Town residents, especially and including to the surrounding neighborhoods. If such a project was truly good for Waterford and the Dominion site, why the secrecy and lack of candor to the public and allowance for real public review and response early on? There will be mounting opposition to this project as more details are given to the Town's residents. Even with the mounting opposition, certain town officials continue to be not forthcoming with information and deadlines, including this Siting Council Petition and the ability to offer comment. This is concerning on many levels.

Question 3's Response is also concerning in that there is no way to know the impact on safety. Nobody knows or has demonstrated the effects of removing the large, long planned buffer of land or what placing non-energy generating buildings on the property will do to safety, but there is one thing for sure; it will take away any planned safety margin in the site's design.

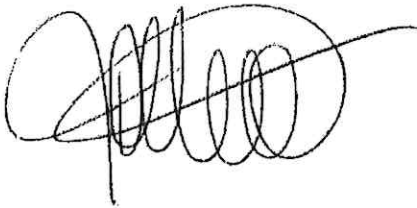
Question 9's Response regarding the plan at the end of the lease term (or the end of the useful life of the data centers) shows the lack of planning and forethought as given to the original site plan of 50 years ago. Although the data center is supposed to be a 30-year lease, given the speed of technology, there is no guarantee the data centers will be viable for that long. As pointed out by RTM member Dan Radin, just think back to the technology from 30 years ago as opposed to today. Who gets the cleanup mess if NE Edge abandons the project early and is gone?

Question 14, 15 and 16's Responses in relation to the number of megawatts the data centers will consume is quite telling, and disturbing. Yanking out 300 MW of power from the ISO-NE grid would be minimally disastrous. There is already energy insecurity in Connecticut, New England and the country, given the current demand (especially at peak times) and the known large future increases in demand in the years ahead. Once the data centers are plugged in, they will continue to suck out 300 megawatts per year and run 24/7 no matter what the other demands are for Connecticut and New England. Unlike residential and business consumers, data centers cannot cut back on their energy use when electricity demand is at its peaks in summer and winter. The data centers will continue to draw and have the need. Such a draw will lead to higher prices overall for the residential and business consumers, as simple supply and demand economics occur. As stated earlier, the Dominion site should be used for future power *generation*. Leasing large swathes of land only detracts from this ability and does not allow for good future planning of energy generation versus energy draining and depletion endeavors.

Question 17's Response leaving any emergency planning to NE Edge is also eye opening. This is a company that is less than 2 years old, with no previous experience building data centers, including no completed projects, and is looking to build minimally 2 hyper-sized data centers in a sensitive nuclear site. Any data projections, including in Response #23, are just that--projections. The Dominion site should not be gambled with in hopes of getting it right, especially with no future oversight from the Siting Council.

Given the foregoing, it is respectfully requested the Siting Council deny Petition #1586 for a declaratory ruling for the Dominion property.

Sincerely

A handwritten signature in black ink, appearing to read 'John C. Valliere', with a large, sweeping flourish extending to the right.

John C Valliere, Esq.

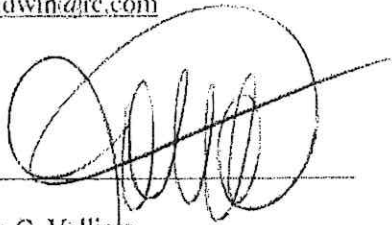
CERTIFICATE OF SERVICE

I hereby certify that on the 6th day of September 2023, a copy of the foregoing was sent, via email mail to:

Robert A. Avena, Waterford Town Attorney
Nicholas F. Kepple, Waterford Town Attorney
Suisman Shapiro
20 South Anguilla Road
P.O. Box 1445
Pawcatuck, CT 06379
ravena@sswbgg.com
nkepple@sswbgg.com

Robert J. Brule, First Selectman
Town of Waterford
15 Rope Ferry Road Waterford, CT 06385
firstsel@waterfordct.org

Kenneth C. Baldwin, Attorney for Dominion
Robinson & Cole
280 Trumbull Street
Hartford, CT 06103
kbaldwin@rc.com

A handwritten signature in black ink, appearing to read "John C. Valliere", is written over a horizontal line. The signature is stylized and somewhat cursive.

John C. Valliere



Dominion Energy
Nuclear Connecticut

(5)
X

Ex 2

10



Exhibit 3

Re: Proposed Data Center at Millstone

From: Dan Radin (dan.radin.waterford@gmail.com)

To: attorneyvalliere@aol.com

Date: Friday, August 25, 2023 at 12:14 PM EDT

Attorney Valliere ---

Thank you for your note. My apologies for the tardy response.

Attached is my memo to the RTM and Board of Selectman from February when the Special Meeting was held on this topic. I believed the time—and still do—that there are significant financial benefits to the data center if the portfolio of risks is mitigated. I further raised concerns about noise control, deal term, and the competence of the developer in the Special Meeting.

Before purchasing our home, my family lived in a house we rented in Millstone Point. I know the quiet, peaceful, beachfront way of life for the neighborhoods surrounding Millstone because I've lived there.

My understanding of the role of the RTM in the Special Meeting, based on guidance from Town Attorney Kepple, is that the body's vote was purely ceremonial, and that the Board of Selectman did not need RTM approval to authorize the First Selectman to sign. In other words, the RTM's vote, and the joint meeting, was about optics.

Attorneys also informed us that signing the MOU was the first step in a lengthy, complex process of subsequent approvals and checkpoints on the path toward the data center getting built, and that its signing did not constitute a binding agreement to build; rather it opened the possibility that it *might* be built.

I agree that the Special Meeting was poorly publicized and held on short notice; and I agree with concerns that sufficient safeguards are not in place to protect the peaceful character of the MPA neighborhood. However, as the RTM, or more directly as a single representative, we and I lack authority.

I have reinforced my concerns and the concerns shared with me by other Millstone Point neighbors with the First Selectman. He has not responded in any substantive way across a number of occasions. I wholeheartedly encourage you and your neighbors to advocate strongly with him. He has decision authority.

Thanks,
Dan Radin
475 470 6535

On Aug 20, 2023, at 12:42 PM, attorneyvalliere@aol.com wrote:

Dear 4th District RTM members:

I live in the 4th district at Millstone Point and am writing to get your positions on the proposed data center at Dominion Power Plant.

My understanding is that the MOU was unanimously approved by the RTM and the Selectboard.

This is written to get your position on if the data center should really go forward, and what you are doing to actively protect our district, and specifically the Millstone Point

neighborhood, from the ill ramifications this project will cause.

Many feel that this project process was started with little fanfare and is now being pushed given the millions being offered in payments.

I look forward to your expedient response.

Thank you.

John C. Valliere, Esq.



Waterford RTM Data Centers Memo Feb 2023.pdf
92.5kB

Re: Proposed Data Center at Millstone

From: Dan Radin (dan.radin.waterford@gmail.com)

To: attorneyvalliere@aol.com

Date: Tuesday, August 29, 2023 at 04:45 PM EDT

Dear Attorney Valliere —

Thank you again for sharing your detailed and thoughtful insights.

As the October meeting will be my last on the RTM, I intend to submit a memo to the RTM and Board of Selectmen summarizing the consistent voice of District 4 residents in opposition to the data center project.

I have reinforced my concerns and the concerns shared with me by you and other neighbors with the First Selectman. I wholeheartedly encourage you and your neighbors to advocate strongly with him. He has decision authority.

Sincerely,
Dan Radin

On Aug 26, 2023, at 9:36 PM, attorneyvalliere@aol.com wrote:

Dear Mr. Radin:

Thank you for taking the time to respond to my email. Sadly, only you and Mr. Bono showed any consideration of a response to this point. Maybe the other four 4th District RTM members are on vacation this week and will reply in due time.

I have read your email and your statement about the data center. You raised some points which I did not think about, the most important one being the data center's potential obsolescence in 30 years (or less). My similar thought was that if the licenses for Dominion's reactors 2 and 3 are not renewed in the upcoming decades, where will the data centers obtain the necessary 300 megawatts per year? (And they say there is a shortage of electricity now especially in the summer! Can't wait for those future bills given the lack of supply and the huge demand!!)

I also think your analysis about the guaranteed money is also on track. (This is not even taking into consideration the viability of the developer whose company is 20 months old).

There is a lot to unpack on the data center issue.

Here are some of my many concerns about this project (the proverbial tip of the iceberg):

1. Who drafted the Memorandum of Understanding (MOU)? I have read it and found quite a few flaws that do not protect the Town of Waterford and leaves Waterford open to future litigation. There are other MOU sections that leave Waterford in the lurch, especially if the state Legislature changes the law regarding data centers. This legislative change is prone to happen given the changing technology and given the fact the current legislation is flawed in itself and subject to change.

2. Did all RTM members and Board of Selectmen read the MOU, or just rely on Town Attorney Nick Kepple's opinion of it? How much questioning was brought forth from the RTM and BOS and what changes were made from that questioning before voting? I know that complex contracts take a long time especially if many eyes are reviewing it and making constructive and beneficial comments. The collective eyes and knowledge of our representatives should have perfected this MOU.

3. I am guessing that NE Edge drafted the MOU because of how Section 8 regarding Sound Analysis was written.

a. Why is there only a week's worth of testing? Does sound not change in seasons, weather and in vegetation cycles (ie leaves on trees)?

b. Should there not be yearlong analysis so the proper sound baseline can be created?

c. Why are the current levels of sound being used as the baseline as outlined in the MOU? As you may be aware, Dominion can be very noisy at times (in violation of Waterford's noise ordinances.) Why should the Millstone neighborhood have to endure additional noise and additional violations of the noise ordinances?

d. Will the passing trains through Millstone (which take 12 seconds on average) be allowed to increase the average decibel levels of sound allowed for the data centers? The 7 minutes a day of passing trains (35 X 12 seconds) should not be the basis for allowing the same sound level of 24/7 hum of data center fans.

What is interesting (and very disturbing) is that FS Brule went to a data center in Manassas, Virginia and is on record as saying he didn't need the decibel reader he had, saying he could hear the data center noise clearly, and also stated he wouldn't want that next to his house. That center in Virginia is about 135,000 square feet. N E Edge's proposal for the first building is about **10 times** that Virginia plant. I have not seen what buffer exists for the VA data center but the buffer for the proposed data center at Millstone is about 2000 feet from the Millstone Road neighborhood.

Has the sound issue also been thought out for the Waterford families who enjoy the recreational sports fields in the Millstone area? My guess is that parents and families that enjoy the youth's games would not really want to hear the data centers humming in the background.

4. How will low level hum of the data centers effect the Millstone neighborhood and the environment? There is **nothing** in the MOU about this. This is a problem at other data centers and low-level hum has been shown to be detrimental to humans and animals alike.

5. I understand N E Edge is dangling lots of money to Waterford and town officials' eyes shine green, but has anyone really assessed the whole situation and thought it through? Has anyone from Waterford spoken with Montville Mayor Ronald McDaniel? I know he has extensive knowledge about the development of data centers and developers of data centers and their progeny. My understanding is that there is a lot of talk but very little in substance from the data center developers. A major concern nixing the project in Montville was the potential sale of the centers to another company. This makes sense in that a 20-month-old company starts the process, and then at some point of more viability, the project is sold to another. The MOU has no assurances that N E Edge will make sure any future purchaser will follow through. Waterford could potentially have to deal with some unknown entity or potentially be left holding the bag.

Has anyone spoken to any of the other towns who rejected data centers to find the issues?

6. Does Waterford think it can outmaneuver and outsmart Montville, Groton, Norwich, Griswold, Wallingford and Bozrah and bring success to a 20-month-old company that has yet to build any data center? The MOU says there is no litigation that would affect the company from completing its outlined duties in the MOU. I think a \$30 billion lawsuit may have some impact and make the MOU assertion false. Is every selectperson and RTM member sure that the \$30 billion dollar suit will just go away and won't affect N E Edge? Or just because it's written in the MOU it must be true?

7. The current MOU allows for 2 data centers (a 1.1 million SQFT and a 350 thousand SQFT). The MOU does not allow Waterford to stop the second if the first goes awry. Why did not one town official raise that issue (or not include it in the MOU)?

Additionally, it's been alleged, there are plans for data center number 3 and 4 and N E Edge will be looking for a bigger break on those from Waterford. Building these data centers as proposed is just like eating chips....once you have one and two, you just can't stop.

8. Lastly, in response to your email below, I am quite disappointed that you and others of the RTM all voted yes in the "purely ceremonial" vote and that it was done just for "optics." Why even vote on it if FS Brule can just sign the MOU? Why does there need to be optics portraying something that is not accurate? Trying to create optics leads me to believe that something is amiss. In my opinion, doing so just shows the RTM and the Board of Selectman have no independent thought, but rather going through the motions and approving a plan that is not very well thought out.

I would also disagree that the RTM, and specifically one member, would not have made a difference. In fact, I think by rubber stamping the MOU unanimously gives Waterford residents the wrong impression as to whether this project is truly good for the Town, and specifically, good for the 4th District.

In closing, I am not sure if you represent the 4th District directly or just a member at large of the RTM who is from the 4th District. If you do direct representation, I suggest a serious discussion with all 4th District residents to see their feelings on this project.

Again, just like you, I am pro-growth and want the Town to have a solid economic base, which will hopefully lead to a solid tax base and continued great town services at reasonable taxes. However, that growth must be done prudently and not at the cost to the 4th District's quiet enjoyment, quiet enjoyment that you know from experience.

Given how this project has been handled to this point, including, but limited to, the severe lack of information and total lack of candor from town representatives (as you have honestly admitted to (and which is appreciated)), I am not confident at all the issues affecting the quality of life in the 4th District (and Waterford as a whole) will be properly dealt with and that town representatives will be concerned about the Millstone neighborhood and its property values.

I would request that you oppose the further development of this project and actively advocate that opposition to FS Brule and the rest of the RTM on behalf of the 4th District.

Thank you for your time in reading this. Please feel free to contact me if you have any questions about my position.

John C. Valliere, Esq.

On Friday, August 25, 2023 at 12:14:43 PM EDT, Dan Radin <dan.radin.waterford@gmail.com> wrote:

Attorney Valliere —

Thank you for your note. My apologies for the tardy response.

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475 470 6535

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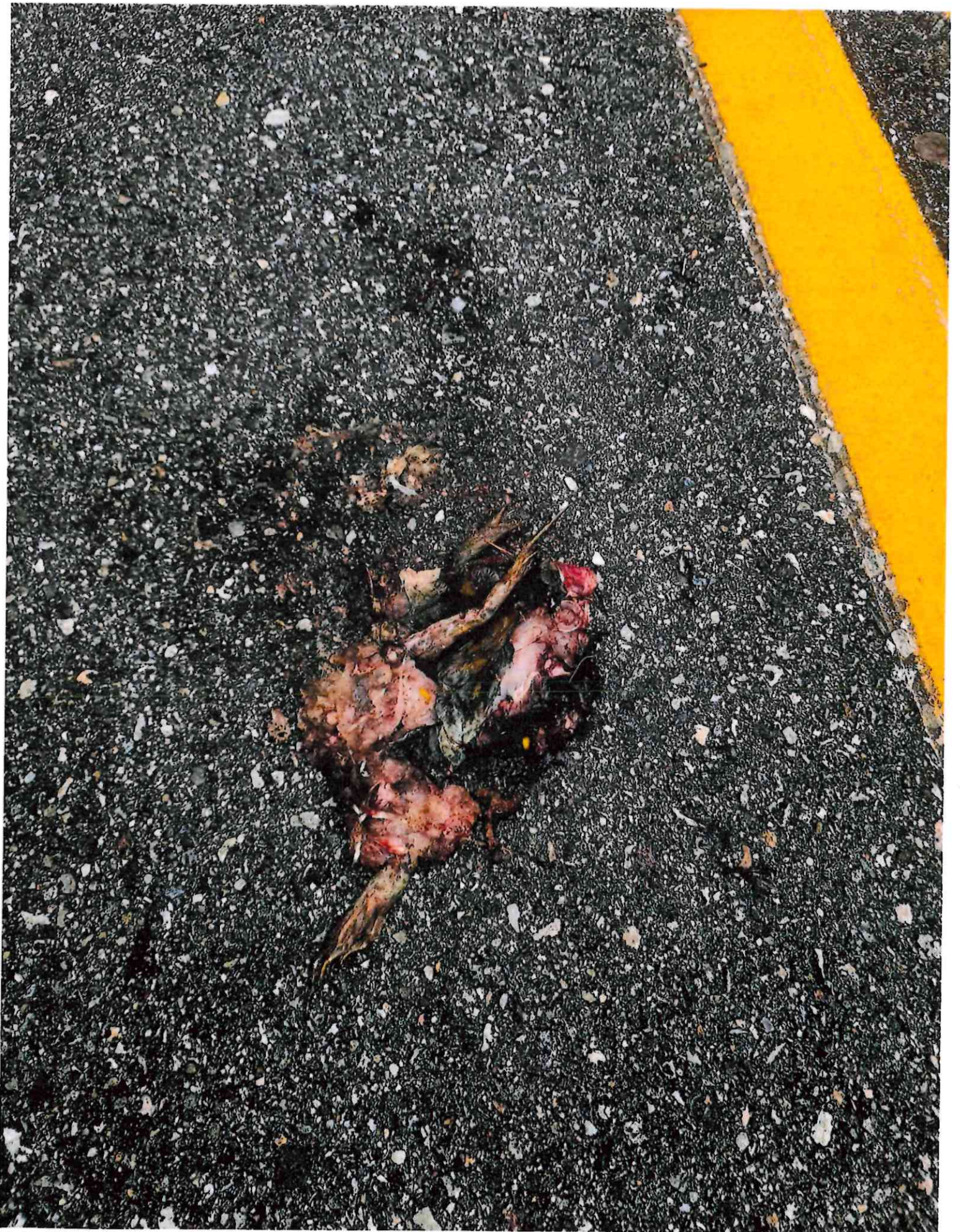
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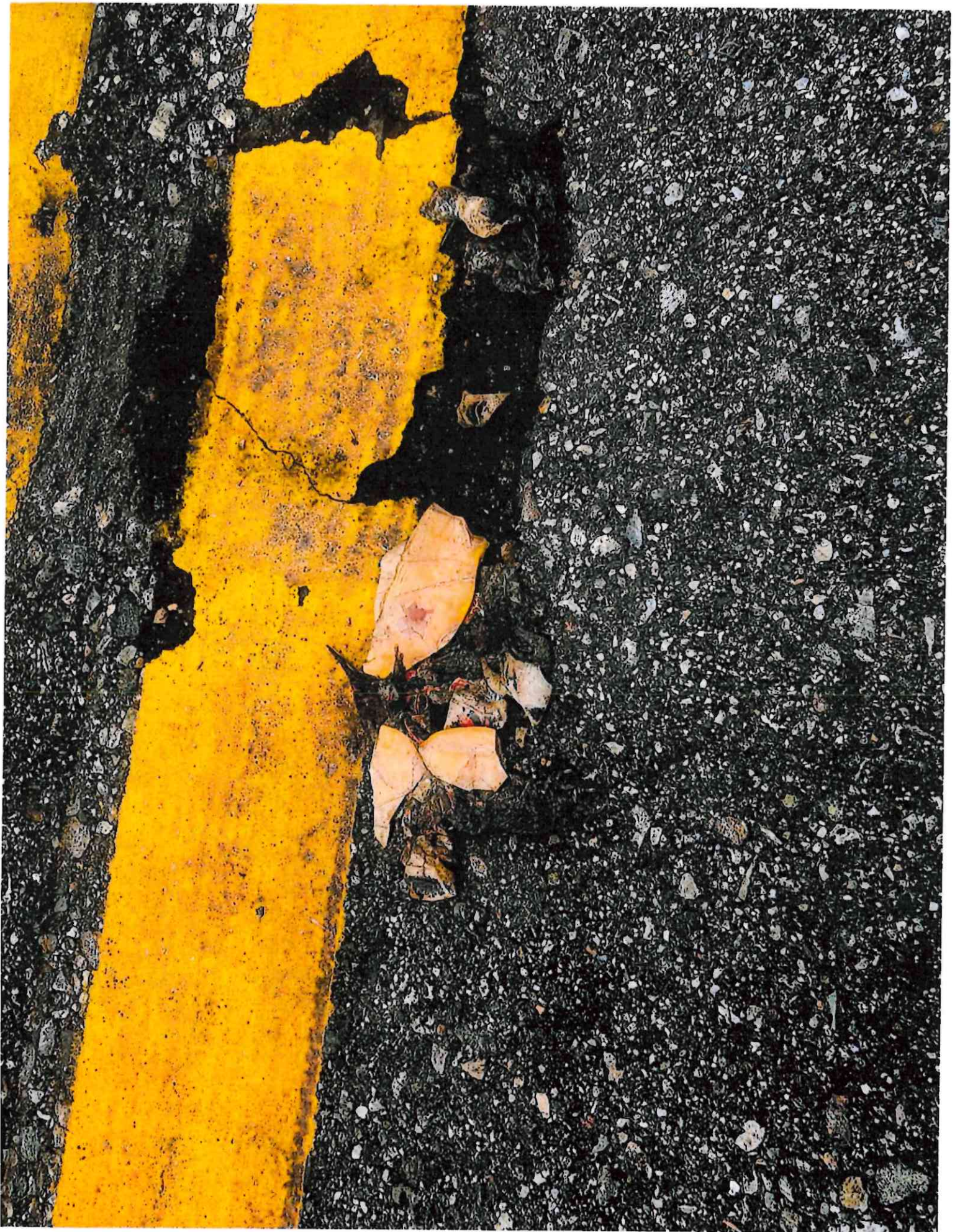
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I look forward to your expedient response.

Thank you.

John C. Valliere, Esq.





October 2, 2023

RTM Meeting
Rope Ferry Rd.
Waterford, CT 06385

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ATTEST: 
TOWN CLERK

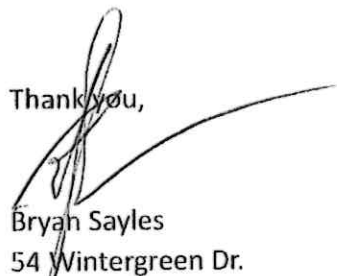
Subject: NE Edge, LLC Waterford Gantt Chart

Dear Mr. Goldstein,

Attached, is a NE Edge, LLC document named WATERFORD GANTT CHART. A few questions if I may:

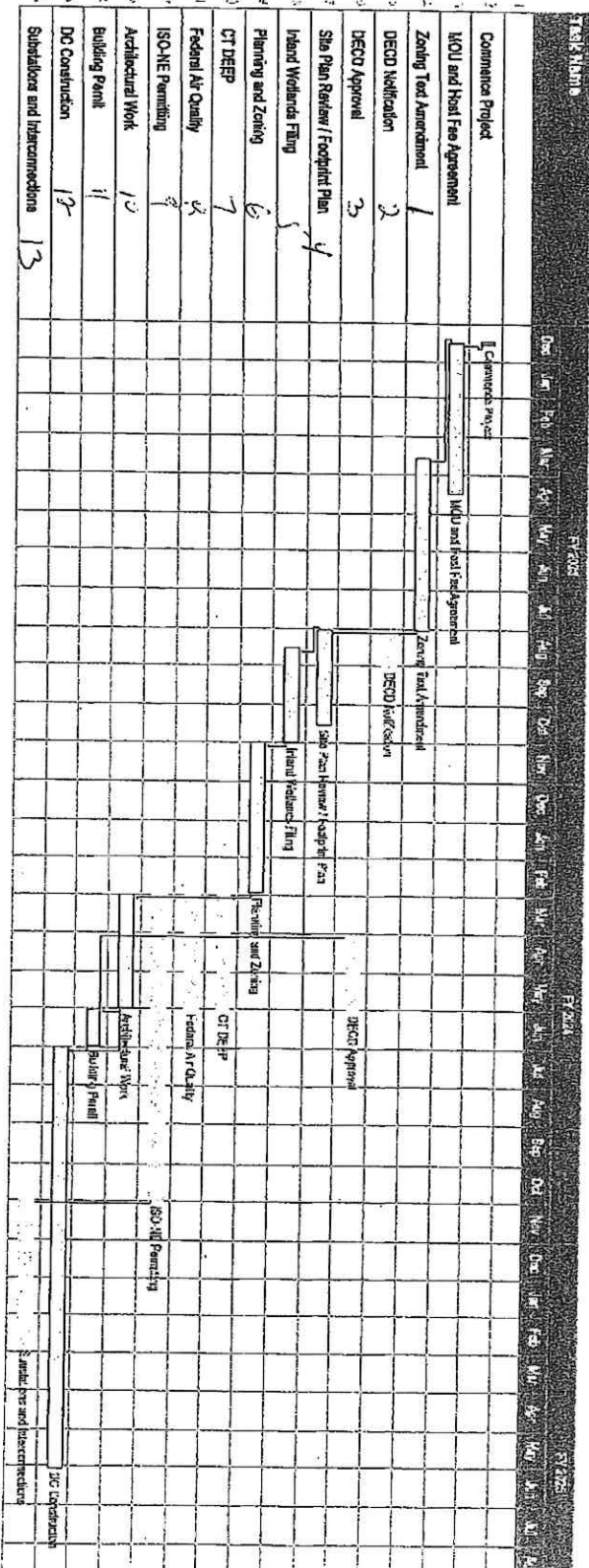
1.) Task three: "Zoning Text Amendment:" Is this a reference to Dominions Petition No. 1586? Are there any other requests for zoning changes related to a data center being built anywhere in Waterford?
2. Tasks four and five: "DECD Modification/DECD Approval:" What is the DECD and what are they modifying and approving and why? Where can the public have access to that process and outcome?
3. Task six: "Site Plan Review/Footprint Plan:" Where are the plans and will they be on public display for a reasonable amount of time much like the proposed town center development map?
4. Which of the remaining tasks on the NE Edge, LLC Gantt chart are in development?
5. Which of the remaining tasks are incomplete as of today?

Thank you,


Bryan Sayles
54 Wintergreen Dr.
Quaker Hill, CT 06375

NE EDGE LLC

WATERFORD GANTT CHART



TO: FIRST SELECTMAN ROBERT BRULE

We, the undersigned resident, voter, and/or property owner in the town of Waterford, request an immediate Town Meeting for information on the Data Center projects at the Dominion Power Plant property.

NAME (Print)	SIGNATURE	STREET ADDRESS	PHONE	EMAIL
Anna Lassman		5 3rd Ave	146-267-2441	caynkrafer@gmail.com
Wanda Lassman		5 3rd Ave	646-262-4950	alassmanant@gmail.com
Debbie Gill		35 3rd Ave	860-235-7540	heceeg@comcast.net
Cynthia Brown	12 3rd Ave	12 3rd Ave WTRF	860-460-5160	
Frank Brown	"	"	"	
Kevin Kelley		9 3rd Ave Waterford	860-823-8753	kjgalin@icloud.com
Dennis Galvin		"	"	"
Tracy McHeth		20 Daniels Ave	860-521-4452	tracymcheth@gmail.com
Mavis Cunningham		20 Daniels Avenue	860-521-7829	"
MARIE McHETH		20 Daniels Ave	860-521-4452	tracymcheth@gmail.com
Jeffery Baier		20 THIRD AVE	860-460-3515	jeffbaier@gmail.com
Roni Burton		15 3rd Ave Waterford	203-981-4405	rebecca.em.lo@gmail.com
Tyler Burton		15 3rd Ave	860-835-2449	tsburton@global.net
Jan Dracimovsk		19 First Ave Waterford	860-881-7108	drzsk@strcltd.com
Maura Robertson		880 Millstone Rd	860-881-1320	Peni.Robertson@yahoo.com

TO: FIRST SELECTMAN ROBERT BRULE

We, the undersigned resident, voter, and/or property owner in the town of Waterford, request an immediate Town Meeting for information on the Data Center projects at the Dominion Power Plant property.

NAME (Print)	SIGNATURE	STREET ADDRESS	PHONE	EMAIL
Tina Dubosque		45 Wintarsgreen Dr. S Hill		fortibug@comcast.net
Lee Williams		48 Millstone Rd	415-944-1170	lee.will59@yahoo.com
Ann Dush		5 Larsen St		Annushno@shesfield.net
Yvonne Brown		12 NINTH AVE		a.blivens@shesglobal.net
Deb Johnson		5 Hanson St.		Johnson.d@shesglobal.net
Theresa Anselmo		5 Larson St.		anselmo@att.net
Helen Steven Toloz		Millstone Rd West	508-281-5985	hict@shesglobal.net
Blaine Lisitano		58 Millstone Rd	508-350-1587	mlisitano@shesglobal.net
Penny Keys		57 Millstone Rd	508-918-8885	pennykeys@shesglobal.net
Kyngl Davis		57 Millstone Rd		kyngl@shesglobal.net
Gay Butts		30 Jordan Lane Circle	800-405-1557	gbutts@shesglobal.net
Debbie C. Burns Jr		28 JOHANNA COVE CIRCLE	860-705-1232	BURNSC@shesglobal.net
Paul C Buckley		62 Millstone Rd W	960-441-3937	
John		2 Rock Rd		john@shesglobal.net

RTM Oct 2nd, 2023, Town of Waterford

For Public comment and meeting minutes

Good evening, Town Council members and fellow residents.

I am a Pleasure Beach resident concerned about the lack of citizen input and involvement regarding the proposed Data Center at the Dominion Power Plant at Millstone which appears to be moving forward. Personally, I need more information to understand how it benefits the town of Waterford and if these benefits outweigh the potential downsides. So at the moment I am opposed to the center and request that a town-wide information meeting be organized to allow listening and discussion with residents of Waterford as well as neighboring communities that are directly impacted, in particular East Lyme.

There are well known concerns about data centers, including noise pollution, threat to wildlife, risk of fires (reported at other data centers), and a large carbon footprint. Lesser known, but emerging research also raises concerns about human health and well-being. In addition, the massive scale of the proposed buildings on the Millstone site may occupy the land needed in the future for small modular reactors.

Thank you for your attention and for considering this request,

Michele Lewis-O'Donnell, PsyD
19 Nichols Lane
Waterford, CT 06385

RECEIVED FOR RECORD
WATERFORD, CT
2023 OCT -4 P 2:38
ATTEST: 
TOWN CLERK

October 2, 2023
To the members of the RTM
From Deborah Roberts, homeowner
4 Jordan Cove Circle
Waterford

RECEIVED FOR RECORD
WATERFORD, CT

2023 OCT -4 P 2:38

I am writing to state my concerns regarding the data center agreement entered into by our town representatives and NE Edge.

ATTEST: *Paul J. Longo*
TOWN CLERK

1. The decision seems to have been made without input from the community, especially those of us who live close to the proposed site, and there continues to be a lack of transparency as to the plan.
2. The payment to the town in lieu of taxes is shortsighted. The huge building may not prove to be useful for future data needs as technology is ever-changing. The town would be stuck with the building long after the company has pulled out, for they would have no incentive to do anything with it.
3. The land for the power plant is specifically deeded for power generation. If more land is needed for that purpose in the future, especially since there is no current plan for moving spent fuel offsite, it would not be available.
4. For such a major project one would expect multiple proposals with bids going out and research done to evaluate the companies' background and record.
5. I am concerned that the developer has no experience with this type of development, and in fact has multiple lawsuits being filed against them.
6. The agreement would take power directly from Dominion/Millstone Nuclear power plant. I have concerns about why that power would be allocated directly to a private company as opposed to regular rate paying users. What exactly does this agreement entitle them to? What happens during shutdowns? Will they bear responsibility for security and environmental impacts?
7. Will an environmental impact study be done? I am concerned about storm water runoff into surrounding watercourses and wetlands, possible blasting of bedrock and the disruption of the ecosystem.
8. Noise from fans to cool the computers in these large data centers has proven to be detrimental to the health and wellbeing of people and animals. We have no guarantee that noise will be kept to a reasonable level, if there even IS an established one for the kind of low frequency hum which would be produced.

Oct. 2, 2023

For public comment:

I would like to request a town meeting to get more information. At this point, I am not in favor of supporting this business. If sound pollution and threats to wild life are by-products, I am opposed to any business that causes these issues.

Thank you for your time.

John Harper
1 Betty St.
Waterford (Pleasure Beach)

RECEIVED FOR RECORD
WATERFORD, CT

2023 OCT -4 P 2:39

ATTEST: *Dan K...*
TOWN CLERK

ATTACHMENT B

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

MINUTES
REPRESENTATIVE TOWN MEETING (*AMENDED)
BOARD of SELECTMEN
Special Joint Meeting
Waterford Town Hall – Auditorium
February 22, 2023

RECEIVED FOR RECORD
WATERFORD, CT
2023 APR 10 P 1:03
TESTE: *David L. Campo*
TOWN CLERK

Moderator Paul Goldstein called the February 22, 2023 Special Meeting of the Representative Town Meeting to order at 6:00 P.M.
First Selectman Robert J. Brule called the February 22, 2023 Special Meeting of the Board of Selectmen to order at 6:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL (Representative Town Meeting)

PRESENT: Greg Attanasio, Michael Bono, Jennifer Bracciale, Mary Childs, Harry Colonis, Timothy Condon, Thomas J. Dembek, Susan Driscoll, Timothy Fioravanti, Steven Garvin, Nick Gauthier, Kevin Girard, Paul Goldstein, Kristin Gonzalez, Ryan Healy, Richard Holmes, Lindsay Khan, Jennifer Kohl, Cheryl Larder, Dan Radin, Michael Rocchetti, Danielle Steward-Gelinas, David Sugrue (Speaker Phone), David Welch.

ABSENT: Theodore Olynciw.

EX-OFFICIO MEMBERS PRESENT: First Selectman Robert J Brule, Selectwomen Elizabeth Sabilia; Selectman Richard Muckle.

EX-OFFICIO MEMBERS ABSENT: Chair of the Board of Education Pat Fedor; Chair of the Board of Finance Glenn Patterson.

ROLL CALL (Board of Selectmen)

PRESENT: Robert J. Brule, Richard Muckle, Elizabeth Sabilia.

ABSENT: None

ALSO PRESENT: Town Clerk David L. Campo; Town Attorney Nicholas Kepple.

CORRESPONDENCE:

Moderator Goldstein noted the following items received for correspondence: A letter from Town Attorney Kepple in regard to the RTM's role in the Data Center process. Letter from RTM Member Dan Radin in regard to his support and concerns for the host municipality fee agreement for two datacenters. Email from Waterford Resident Carl Shaffer in regard to his concerns for the proposed datacenter project. Written Comments from State Representative Kathleen M. McCarty supporting the proposal between NE Edge, LLC and the Town of Waterford. Email from Waterford Resident Kathleen Coss in regard to her concerns for the proposed data center project. * Letter from Diane Glemboski in regard to concerns for the proposed data center.

1 RTM/BOS MEETING 02/22/2023

* CORRESPONDENCE in writing from Diane Glemboski was not entered into the minutes.

Moderator Goldstein made a statement of how he would like to see the meeting proceed between the two bodies. The meeting will begin with Item 1 from the RTM Agenda, Public Comment, Items 4 and 5 from the BOS Agenda, followed by Items 2 and 3 from the RTM Agenda, then adjournment.

MOTION by Steward-Gelinas, seconded by Rocchetti, to move Public Comment after Item 1 of the RTM Agenda.

MOTION PASSED: Unanimous

MOTION by Sabilia, seconded by Muckle, to move Public Comment after Item 1 of the RTM Agenda.

MOTION PASSED: Unanimous

ITEM 1 (RTM AGENDA) – NE Edge, LLC Proposed Host Municipality Fee Agreement Informational Meeting

MOTION by Steward-Gelinas, seconded by Dembek, to approve a request from the Board of Selectmen to conduct a joint informational meeting for the Board of Selectmen, the Representative Town Meeting and the residents of Waterford regarding the NE Edge, LLC's proposed Host Municipality Fee Agreement. The proposed Agreement was submitted to the Board of Selectmen requesting the Town become a Host Municipality under Connecticut Public Act No. 21-1 in order for NE Edge, LLC to pursue the construction of two Qualified Data Centers (subject to all relevant local, state and federal reviews and approvals) on property off Rope Ferry Road owned by Dominion Energy, LLC. Pursuant to State law and the Town Charter, the Board of Selectmen would be acting on the proposed Agreement and the Representative Town Meeting would be asked by the Board of Selectmen to concur with its decision on the Host Municipality Fee Agreement.

MOTION PASSED: Unanimous

First Selectman Robert Brule gave an opening statement and introduced the following presenters: NE Edge, LLC Managing Member George A. McLaughlin III, NE Edge, LLC Attorney William E. McCoy, and Dominion Energy – Millstone Power Station Vice President Michael J. O'Connor.

Town Attorney Kepple summarized State Legislation in regard to data centers. He encouraged the public and the members to stick to the issue of whether the Town of Waterford wants to be a host town. Presentation commenced and issues discussed ranged from the presenter's background, compensation of the agreement, potential employment, noise abatement, possible timeline of project, and Millstone's future at the site.

PUBLIC COMMENT:

Waterford Resident Joe Toner, 11 Old Mill Rd, spoke in support of the project and the use of the local unions.

Waterford Resident Anthony Sabilia, 217 Boston Post Rd, spoke in support of the project.

Keith Brothers, President of the State Building Trades, that he strongly supports the project and the use of union workers with a preference in hiring from within Waterford.

Waterford Resident Dennis Alfera, 5 High Ridge Dr, had concerns in regard to traffic, noise and the location of the project.

Waterford Resident Brian Bowen, 22 Race Rock Rd, had concerns with noise, how the noise study would be conducted, lighting.

Noank Resident Kevin Blacker, encouraged the Town of Waterford to look for hidden costs ranging from Millstone's future to fire protection.

Waterford Resident Chris Bachant, 15 Spithead Rd, supports the project as a representative of the Carpenters' Union.

Waterford Resident Jim Dunning, 11 Old Mill Rd, and member of Local Iron Workers' Union supports the project and is a great opportunity for Waterford.

Waterford Resident Ingrid Naar, Great Neck Rd, spoke in opposition of the project in regard to noise and the history of similar projects around the country.

Waterford Resident Mike Buscetto, 207 Great Neck Rd, spoke in support of the project.

Mystic Resident Jim Ferlong felt that the issue was not given enough notice to the public.

The presenters were invited to sit for questions from the RTM and BOS members.

Lengthy discussion ensued. Subjects ranged from statements of support, future of Millstone In Waterford, support for union work, the RTM's roll, the town's need to be proactive to possible issues, time frames, experience of the developers, current power output of Millstone.

ITEM 4 (BOS AGENDA) – Host Municipality Fee Agreement with NE Edge, LLC

MOTION by Sabilia, seconded by Muckle, to approve the proposed Host Municipality Fee Agreement between the Town of Waterford and NE Edge, LLC pursuant to Public Act No. 21-1, for construction of two Qualified Data Centers on Dominion Energy, LLC property on Rope Ferry Road.

Discussion ensued

MOTION PASSED: Unanimous

ITEM 5 (BOS Agenda) – Request that the Representative Town Meeting Concur with the Board of Selectmen on the NE Edge, LLC Host Municipality Fee Agreement

MOTION by Sabilia, seconded by Muckle, that the Board of Selectmen request that the Representative Town Meeting concur with the Board's decision to approve the Host Municipality Fee Agreement with NE Edge, LLC pursuant to Connecticut Public Act No. 21-1, for construction of two Qualified Data Centers on Dominion Energy, LLC property on Rope Ferry Road.

MOTION PASSED: Unanimous

MOTION by Steward-Gelinas, seconded by Rocchetti, to move ITEM 3 of the Agenda ahead of ITEM 2.

MOTION PASSED: Unanimous

ITEM 3 (RTM Agenda) - Concur with the Board of Selectmen on the NE Edge, LLC Host Municipality Fee Agreement

MOTION by Steward-Gelinas, seconded by Dembek, to approve a request from the Board of Selectmen for the Representative Town Meeting to concur with the Board's decision to enter into the proposed Host Municipality Fee Agreement with NE Edge, LLC, pursuant to Connecticut Public Act 21-1, for construction of two Qualified Data Centers on Dominion Energy, LLC property on Rope Ferry Road.

MOTION PASSED: Unanimous

ITEM 2 (RTM AGENDA)- RTM's Role in Connecticut Public Act No. 21-1

MOTION by Steward-Gelinas, seconded by Dembek, to accept the RTM's role in Connecticut Public Act No. 21-1 in determining whether the Host Municipality Fee Agreement should be terminated in the future if ever there were a default, or in the alternative, to delegate the role of potentially terminating the Agreement to the Board of Selectmen.

MOTION by Driscoll, seconded by Condon, to amend the motion to read as follows: MOTION by Steward-Gelinas, seconded by Dembek, to accept the RTM's role in Connecticut Public Act No. 21-1 in determining whether the Host Municipality Fee Agreement should be terminated in the future if ever there were a default.

MOTION TO AMEND PASSED: Unanimous
MAIN MOTION WITH AMENDMENT PASSED: Unanimous

MOTION by Steward-Gelias, seconded by Condon, to adjourn the Representative Town Meeting at 8:17 P.M.

VOTING IN FAVOR: Unanimous

MOTION by Sabilia, seconded by Muckle, to adjourn the Board of Selectmen at 8:17 P.M.

VOTING IN FAVOR: Unanimous

Respectfully Submitted,

David L. Campo, CCTC
Waterford Town Clerk

Waterford, CT

Proposed Host Data Centers Project



Submitted by NE Edge LLC

February 2023

**NE EDGE, LLC
PRINCIPAL**

Dear First Selectman Brule,

I am writing on behalf of NE Edge, LLC to request that Waterford consider serving as a Host Municipality for a Data Centers project under Connecticut Public Act 21-1.

In cooperation with Dominion Energy, we are planning a two building Data Center project at their Millstone site on Rope Ferry Road in Waterford.

We are excited about assisting the State of Connecticut in meeting its commitment to siting additional data centers here in Connecticut and to serving the Compute, Storage, Data Management, and long-term Cloud connectivity needs of your community, Connecticut, and the New England region.

Our plan is to build two state of the art hyperscale Data Centers on the Millstone site, using power directly from the Dominion facility, creating a ready to market, non-carbon solution to the pressing needs of the regional Cloud infrastructure. The buildings will meet Green Building standards and be designed with a 'closed loop' cooling system for minimal water usage. The construction phase will use union labor and the developers will direct the construction managers to support the local economy during the contractor selection and build process.

We look forward to presenting our preliminary plans to you and the Board of Selectmen as well as to Waterford's Representative Town Meeting and will provide a conceptual site plan and a building exterior representation. A Host Municipality Fee Agreement with comprehensive terms and conditions is also included and the attached material provides additional information about our proposal.

Pursuant to the recent legislation's authorization to provide a Host Municipality with annual Host Municipality Agreement fees, we are committed to providing Waterford with over \$231 million dollars over 30 years as fees in lieu of the personal and real property taxes, which are exempted for data centers under the Connecticut law.

We are convinced this project has the potential to provide benefits to all involved in several ways:

- 1) The growing number of data center customers who will be served by these new facilities will have exceptionally expanded Cloud and Data Storage opportunities and the best Data Management/Edge capabilities available in New England.**

**NE EDGE, LLC
PRINCIPAL**

- 2) Two substantial new energy customers for Dominion will provide a reliable base load to Dominion, thereby creating the potential for significant additional financial benefit to Waterford if the facility licenses are extended.**
- 3) Significant payments of Data Center Host Municipality Fees to Waterford over the next thirty years.**
- 4) Nearly two thousand construction jobs during the building phases and 150-200 permanent jobs.**
- 5) Off-site economic impact typically associated with such data center development in many other parts of the country.**

By agreeing to serve as a Host Municipality, Waterford can access revenue which could enhance its ability to meet the annual budgetary and capital improvement needs of the Town over the next thirty years.

We are excited about discussing this project with Waterford's residents and elected decision-makers in the coming weeks. Thanking you in advance for your time and consideration.

**Sincerely,
George McLaughlin
Managing Member NE Edge, LLC**

**QUALIFIED DATA CENTERS
HOST MUNICIPALITY FEE AGREEMENT**
between
NE EDGE, LLC
and
THE TOWN OF WATERFORD
February____, 2023

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FOR THE
QUALIFIED DATA CENTERS HOST MUNICIPALITY FEE AGREEMENT

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This QUALIFIED DATA CENTERS HOST MUNICIPALITY FEE AGREEMENT (this "Agreement") is entered into as of the ____ day of _____ 2023 (the "Execution Date"), by and between the Town of Waterford, Connecticut, a municipal corporation with its Town Hall located at 15 Rope Ferry Road Waterford, CT 06385, hereinafter "Waterford", and NE Edge, LLC, hereinafter "NE Edge", a Connecticut limited liability company with an office at 4433 Post Road, East Greenwich, RI, 02818, its successors and assigns. Waterford and NE Edge are each referred to individually herein as a "Party" and together as "Parties".

WHEREAS, the State of Connecticut has enacted legislation known as House Bill No. 6514, Public Act No. 21-1, to incentivize the development of large-scale data center facilities within Connecticut, hereinafter the "Legislation", which Legislation was effective July 1, 2021 and is incorporated herein by reference and that all capitalized terms in this Agreement shall be as defined in the Legislation; and

WHEREAS, the Legislation sets forth that any entity which anticipates that it will be an "Owner", "Operator" or "Colocation Tenant" of or in a "Qualified Data Center" (as such terms are defined in the Legislation and/or Section 1 of this Agreement) may seek and apply for an exemption from certain taxes imposed under Chapters 203 and 219 of the Connecticut General Statutes, subject to satisfying certain requirements expressed in the Legislation, including but not limited to the obligation to enter into and satisfy the provisions of a negotiated Host Municipality Fee Agreement with the municipality in which such Qualified Data Center is located (the "Host Municipality"); and

WHEREAS, NE Edge intends to develop and operate two such Qualified Data Centers in Waterford on property owned by Dominion Energy Nuclear Connecticut, Inc. ("Dominion Energy") on Millstone Road (the "Property") and the Parties expressly hereby agree that NE Edge's investment in the two Qualified Data Centers will be Eligible Qualified Data Center Costs and Qualified Investments and that this Agreement shall serve as a negotiated Host Municipality Fee Agreement for both the first Qualified Data Center and the second Qualified Data Center and approval of this Agreement by Waterford shall serve as the approval for the second Qualified Data Center without need of a separate Agreement for such additional facility as referenced in the Legislation and each building shall be separately reviewed by DECD pursuant to the qualifying Legislation; and

WHEREAS, the development and operation of Qualified Data Centers are expected to contribute substantially to economic development and employment growth in Waterford, and Waterford expects to receive substantial benefits from hosting two Qualified Data Centers developed and operated by NE Edge in Waterford; and

WHEREAS, Waterford is receptive to such development of two Qualified Data Centers within Waterford because it could help Dominion Energy remain in Waterford through its existing licenses and possibly beyond; and

WHEREAS, NE Edge appreciates and will continue to benefit from the successful operation of any Qualified Data Center located in Waterford; and

WHEREAS, the Parties mutually desire to enter into this Agreement pursuant to the requirements of the Legislation, subject to the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions

The Parties agree that all defined terms set forth in the Legislation shall be deemed incorporated into this Agreement as if fully recited herein, including but not limited to the following defined terms:

(a) "Eligible Qualified Data Center Costs" means expenditures made on or after July 1, 2021, for the development, acquisition, construction, rehabilitation, renovation, repair or operation of a facility to be used as a Qualified Data Center, including the cost of land, buildings, site improvements, modular data centers, lease payments, site characterization and assessment, engineering services, design services and data center equipment acquisition and permitting related to such data center equipment acquisitions. "Eligible Qualified Data Center costs" does not include expenditures made in connection with real or personal property that is located outside the boundaries of the facility to be used as a Qualified Data Center;

(b) "Facility" means one or more contiguous tracts of land in the state and any structure and personal property contained on such land (i.e. the Property);

(c) "Qualified Data Center" means a facility that is developed, acquired, constructed, rehabilitated, renovated, repaired, or operated, to house a group of networked computer servers in one physical location or multiple contiguous locations to centralize the storage, management and dissemination of data and information pertaining to a particular business or classification or body of knowledge. For consistency, clarity and ease of reference throughout this Agreement hereafter, the term "Qualified Data Center" shall fall under the umbrella and definition of "Facility";

(d) "Qualified Investment" means the aggregate, non-duplicative eligible Qualified Data Center costs expended by an owner, operator, and colocation tenant of a Qualified Data Center.

2. Eligibility for Exemption

The Parties agree that all requirements of the Legislation, as from time to time amended, are deemed incorporated into this Agreement as if fully restated herein. To the extent the Legislation changes such that it materially alters the rights afforded by this Agreement or amends any definition utilized in Section 1 above, this Agreement shall continue to control. In such an event, either Party may request that the other Party modify this Agreement consistent with said modified Legislation; provided no modifications shall be made to this Agreement

unless mutually agreed to in writing by both Parties. The Parties agree that NE Edge must satisfy all requirements of the Legislation and this Agreement in order to qualify for and to continue to maintain the benefit of those certain exemptions authorized by the Legislation from taxes imposed by Chapters 203 and 219 of the Connecticut General Statutes, including but not limited to the following requirements pertaining to the Qualified Data Centers contemplated by this Agreement:

(a) Facilities

The Facilities to be developed, acquired, constructed, rehabilitated, renovated, repaired, or operated shall be used as Qualified Data Centers. For purposes of this Agreement, two structure(s) may be located on the Facility property for Qualified Data Center purposes. The property in Waterford that will ultimately be the subject of this Agreement shall be the same property that is the subject of NE Edge's agreements with the Commissioner of the Department of Economic and Community Development (the "DECD Commissioner") pursuant to the Legislation and the site plan approvals received by NE Edge by the Waterford Planning and Zoning Commission for construction of two Qualified Data Centers contemplated by this Agreement;

(b) Qualified Investment

Notwithstanding anything in the Legislation to the contrary, for purposes of this Agreement, NE Edge shall make, on or before the fifth anniversary of the date on which construction, rehabilitation, renovation or repair of a Qualified Data Center first commences, a Qualified Investment of at least Two Hundred Million Dollars (\$200,000,000); provided, however, if the agreement entered into between NE Edge and the DECD Commissioner has a term of greater than twenty (20) years, such Qualified Investment shall be at least Four Hundred Million Dollars (\$400,000,000) with a term of thirty (30) years;

3. Building Permits and Appeals

NE Edge shall make an application for a building permit to construct a building for use as a Qualified Data Center on each parcel on which it intends to construct such a Qualified Data Center in Waterford on or before thirty-six (36) months after the Execution Date of this Agreement for the first Qualified Data Center and sixty (60) months after the Execution Date of this Agreement for the second Qualified Data Center. In the event of an appeal at any stage of the permitting process, including an appeal of the building permit, the above thirty-six (36) month and sixty (60) month requirements shall be extended by the number of days from the first notice of any appeal to thirty (30) days after a final judgment or dismissal of said appeal, whichever occurs first.

4. Building Efficiency Standards, Efficiency Standards

Within one hundred and eighty (180) days after being placed in service, the Qualified Data Center Owner needs to attain certification under one or more of the following green building standards. If for any reason the building is not fully occupied at one hundred and eighty (180) days the certifications below shall be allowed additional time (not to exceed 360 days) to complete to full occupancy, subject to Section 5 below.

- (i) BREEAM for New Construction or BREEAM In-Use
- (ii) ENERGY STAR;
- (iii) Envision;
- (iv) ISO 50001-energy management;
- (v) LEED for Building Design and Construction or LEED for Operations and Maintenance;
- (vi) Green Globes for New Construction or Green Globes for Existing Buildings;
- (vii) UL 3223

5. DECD Agreement

NE Edge shall enter into and satisfy all requirements of an agreement with the DECD Commissioner as required by the Legislation with respect to each such Qualified Data Center. In the event said agreement with the DECD Commissioner terminates for any reason whatsoever, this Agreement shall terminate, without limitation of any other right of Waterford to sooner terminate this Agreement in accordance with the Legislation and/or this Agreement. As a condition precedent to the tax exemptions afforded by this Agreement, NE Edge shall furnish Waterford with a duly executed copy of its agreements with the DECD Commissioner displaying to Waterford's reasonable satisfaction that NE Edge has satisfied all requirements of the Legislation related to such agreements with the DECD Commissioner. In the event NE Edge receives any written notice of default or termination from the DECD Commissioner with respect to said agreements, NE Edge shall promptly provide a copy of such notice to Waterford. If such termination occurs following construction of either Qualified Data Center, the termination, default and remedies provisions cited herein shall apply. If such default or termination occurs prior to construction of the Qualified Data Centers, NE Edge shall keep Waterford reasonably informed as to NE Edge's plan and actions in response to such notice.

6. NE Edge as Owner

NE Edge or its permitted assign shall serve as the "Owner", "Operator" or "Colocation Tenant" of all Qualified Data Centers that are the subject of this Agreement continuously throughout the term of this Agreement. As a condition precedent to the tax exemptions afforded by this Agreement, NE Edge shall provide documentation to the satisfaction of Waterford that it qualifies as an Owner, Operator or Colocation Tenant under the Legislation as it relates to the proposed Qualified Data Centers in Waterford. NE Edge shall also keep Waterford informed, and provide documentation reasonably requested by Waterford to confirm all Owners, Operator(s) and Colocation tenant(s) located or to be located at the Qualified Data Centers in Waterford and their respective rights to serve in such capacities. In the event NE Edge receives or sends any written notice of default or termination from any Owner, Operator or Colocation Tenant with respect to the Qualified Data Centers in Waterford, NE Edge shall promptly provide a copy of such notice to Waterford. If such termination occurs following construction of either Qualified Data Center, the termination, default and remedies provisions cited herein shall apply. If such default or termination occurs prior to construction of the Qualified Data Centers, NE Edge shall keep Waterford reasonably informed as to NE Edge's plan and actions pertaining to such notice.

7. Construction Schedule

Upon commencement of construction, NE Edge shall provide documentation to the reasonable satisfaction of Waterford of its anticipated construction schedule for each building to be used as a Qualified Data Center and evidence that such construction is adequately bonded to ensure the completion thereof.

8. Sound Analysis

For the two Qualified Data Centers proposed to be located on the Facility, the Owner shall retain an Institute of Noise Control Board Certified Noise Control Engineer ("Owner Consultant") who will prepare a sound monitoring protocol to determine the pre-existing background sound level. The monitoring protocol plan shall indicate where, when and how sound monitoring is to be conducted. Said plan shall measure the sound at one or more locations nearest to the residences in hourly increments for one week (168 hours continuously) (hereinafter referred to as "Noise Baseline"). Said monitoring protocol plan shall be submitted to Waterford for its consultant's review and any recommendations. The Owner's Consultant shall complete the monitoring per the protocol, analyze the data and create design goals to achieve a standard which is acceptable to Waterford as advised by its consultant.

The Owner's Consultant shall then model sound levels transmitted from all structures to the nearest residences, propose controls and demonstrate compliance through modeling of the sound standards approved by the Town. The Owner's Consultant shall prepare a report describing limits/design goals, noise, and vibration control concepts to be implemented in the design of the Facility. The report and computer modeling shall be in Cadna/A compliant format to be submitted to Waterford for its consultant's review and comment within sixty (60) days of receipt of the Owner's Consultant's monitoring protocol plan by Waterford. If approved by Waterford in consultation with its consultant, the Owner's Consultant will collaborate with the Owner in designing and implementing the acoustical concepts into the design drawings for the approved plan. A final acoustical design report signed by the Owner's Consultant detailing the acoustic design shall be submitted to Waterford along with the permitting documents which shall be reviewed by Waterford's consultant for its review and comment. To be clear, the structures must meet the protocol set forth herein separately and cumulatively as developed. Waterford, in conferring with its consultant, shall determine if the final acoustical design report complies with the approved plan within thirty (30) days of receipt of the Owner's Consultant's final acoustical design report by Waterford.

9. NE Edge Obligation to Pay Host Municipality Fee

(a) First Qualified Data Center

The Host Municipality Fee for the first Qualified Data Center, subject to annual increases as provided herein, shall be Three Million Five Hundred Thousand Dollars (\$3,500,000) per annum for thirty (30) years; based on total development requirements of a minimum of a five hundred and sixty-six thousand (566,000) square foot of building footprint within a

single two story building comprised of up to one million one hundred thirty-two thousand (1,132,000) square feet of buildable area. The first such Host Municipality Fee shall be due three hundred and sixty-five (365) days after the issuance of a Certificate of Occupancy for the first Qualified Data Center and annually every year from such date thereafter for thirty (30) years. In addition, a supplemental payment of Ten Million Dollars (\$10,000,000) shall be made thirty (30) days from the issuance of the building permit for the first Qualified Data Center. Subsequently, five (5) additional supplemental payments of Six Million Dollars (\$6,000,000) shall be made (in addition to the Host Municipality Fee) at the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), and twenty-fifth (25th) anniversaries of the issuance of a Certificate of Occupancy for the first Qualified Data Center. Each payment of Six Million Dollars (\$6,000,000) shall be made to Waterford in addition to the Host Municipality Fee payment. The above payments are set forth on Exhibit A attached hereto and incorporated herein by reference. NE Edge may, at their sole discretion, opt to propose a building less than the square footage herein identified, based on site conditions, but shall pay the Host Municipality Fees stated herein regardless of such size reduction. Building a Qualified Data Center smaller than proposed herein shall not be considered a default by NE Edge.

(b) Second Qualified Data Center

The annual Host Municipality Fee shall be increased with the addition of a second Qualified Data Center on a separate parcel on the Dominion's Millstone property. The Host Municipality Fee for the second Qualified Data Center building shall be One Million Three Hundred Twelve Thousand Five Hundred Dollars (\$1,312,500) per annum, based on a total development of a minimum of a two hundred and fourteen thousand (214,000) square foot building footprint within a single, two-story building comprised of four hundred and twenty-eight thousand (428,000) square feet of buildable area. In addition, a supplemental payment of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000) shall be made thirty (30) days from the issuance of the building permit for this building. Subsequently, five (5) additional payments of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) shall be made (in addition to the Host Municipality Fee) at the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th) and twenty-fifth (25th) anniversaries of the issuance of a Certificate of Occupancy for the second Qualified Data Center. Each payment of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000) shall be made to Waterford in addition to the Host Municipality Fee payment for the second Qualified Data Center. The above payments are set forth on Exhibit A attached hereto and incorporated herein by reference. NE Edge may, at their sole discretion, opt to propose a building less than the square footage herein identified, based on site conditions, but shall pay the Host Municipality Fees stated herein regardless of such size reduction. Building a Qualified Data Center smaller than proposed herein shall not be considered a default by NE Edge.

(c) Project Coordinator

Due to anticipated municipal requirements for the proposed Qualified Data Centers, NE Edge agrees to provide a Project Coordinator hired by NE Edge for a period not to exceed five years from the building permit approval date for the first building/structure in the Qualified Data Centers. Waterford and NE Edge shall discuss and provide for defined tasks for the Qualified Data Centers Development Project Coordinator including permitting

compliance, inspection reporting, police, fire and traffic coordination along with other safety coordination and shall include updating the Board of Selectmen relating to construction progress. NE Edge shall pay the compensation for such Qualified Data Centers Development Project Coordinator. NE Edge shall have no obligation whatsoever to fund the position of Qualified Data Centers Development Project Coordinator after the last day of the sixtieth month from the initial date of engagement for such Coordinator.

10. Annual Increase in Amount of Host Municipality Fees

The amount paid to Waterford for Host Municipality Fees each year shall be increased annually two (2%) percent over the immediately preceding year's Host Municipality Fee payment for the applicable Qualified Data Center. This two 2% percent annual increase shall only apply to the Three Million Five Hundred Thousand Dollar(\$3,500,000) payment due in connection with the first Qualified Data Center and the One Million Three Hundred Twelve Thousand Five Hundred (\$1,312,500) Dollar payment due in connection with the second Qualified Data Center. The supplemental payments are not subject to annual increases, and shall be paid as posted to Exhibit A.

11. Payment of Fees to Waterford

NE Edge is required to pay all regular and customary fees for any permits issued by Waterford in accordance with Waterford's applicable fee schedules and regulations then in effect as may be required for purposes of the development, construction, rehabilitation, renovation and/or repair of each proposed Qualified Data Center in Waterford;

12. Effective Date, Term and Termination Events

This Agreement shall be deemed made by and binding on the Parties as of the Execution Date first set forth above. The Agreement shall be deemed effective as of _____, 2023 (the "Effective Date"). Subject to the provisions concerning conditions precedent set forth herein, this Agreement shall remain in effect for a period of thirty (30) years (so long as a Qualified Investment of at least \$400,000,000 is made pursuant to Section 2(b) above) or for a period of twenty (20) years (so long as a Qualified Investment of at least \$200,000,000 but less than \$400,000,000 is made pursuant to Section 2(b) above) following the issuance of a certificate of occupancy for the building constructed to serve as each Qualified Data Center that is a subject of this Agreement.

Provided, however, notwithstanding the foregoing, this Agreement shall terminate sooner upon the earliest occurrence of the following events:

- (i) Immediately upon termination of an agreement with the DECD Commissioner with respect to each Qualified Data Center contemplated hereunder;
- (ii) Immediately upon failure to make the Qualified Investment pursuant to Section 2(b) above within the five-year period contemplated therein, and/or to timely make application for all building permit(s) required by Section 3 above;
- (iii) Immediately as to either Qualified Data Center upon it no longer being used as a

Qualified Data Center after the date when a certificate of occupancy is issued for such Center allowing such use; provided, if any building on such parcel ceases being used as a Qualified Data Center after the date when a certificate of occupancy is issued for all such structures on such parcel allowing such use, this Agreement shall terminate as to such parcel and any structures upon it in its entirety upon the last date the final structure on such parcel is no longer used as a Qualified Data Center;

- (iv) termination of this Agreement by mutual written agreement of the Parties;
- (v) upon future modification of the Legislation in such a manner that it materially eliminates, diminishes, or otherwise impairs the tax exemptions, rights and benefits provided for in this Agreement based on the Legislation as initially enacted. The Party(ies) negatively impacted by such modification shall have the right to terminate;
- (vi) termination of this Agreement pursuant to Section 13 below; or
- (vii) termination of this Agreement by the non-breaching Party upon an event of default by a breaching Party, following written notice and expiration of all cure periods without cure pursuant to Section 16(c)(i) below.

13. Condition Precedent to Obligation to Pay Host Municipality Fee

NE Edge's obligation to pay a Host Municipality Fee for any Qualified Data Center shall be conditioned on NE Edge entering into a satisfactory binding power purchase agreement with Dominion Energy to serve the Qualified Data Centers contemplated herein on or before thirty-six (36) months following the later of the expiration of any appeal period related to the allowance of the zoning text amendment or thirty (30) days after the entry of final judgment in connection with any appeal of the zoning text amendment. Such agreement shall be for purposes of obtaining power necessary for operation of the Qualified Data Centers proposed for Waterford. In the event that NE Edge determines, in its sole discretion, that this condition has not been met and is not likely to be met, it shall give timely written notice to Waterford of such determination on or before expiration of said thirty-six (36) month period, in which case this Agreement shall become null and void on the date such notice is given. In the event that NE Edge fails to provide such notice pursuant to the requirements of this Section, the condition precedent set forth in this Section shall be deemed waived by NE Edge. Extensions to the term of this contract shall be agreed by the Parties should Dominion Energy, Eversource, or infrastructure contractors be delayed in delivering the electricity necessary to fully operate the proposed Qualified Data Centers within thirty-six (36) months. Waterford and NE Edge shall agree to automatic extensions of up to an additional thirty-six (36) months should the electricity infrastructure and delivery of service be delayed for any reason unrelated to conduct of NE Edge. NE Edge shall provide the Town with quarterly progress reports during such additional thirty-six (36) month extension period.

14. Information; Annual Visit

NE Edge shall also perform or cause to be performed, annual inspections of the Qualified Data Centers and furnish to Waterford a copy of its annual inspection report. In addition, NE Edge

agrees to provide, upon Waterford' s request, any documents in the public domain, and in NE Edge's possession or control, as may be requested by Waterford, to allow Waterford, in its sole discretion, to determine that NE Edge is satisfying its obligations pursuant to this Agreement. The Waterford Tax Assessor shall be permitted to visit on an annual basis and tour, with advance scheduling, accompanied by NE Edge personnel, each Qualified Data Center covered by this Agreement.

In addition, notwithstanding any exemption afforded by the Legislation, for at least two full tax years prior to the expiration date of this Agreement (or, if this Agreement is terminated prior to the expiration date hereof, for the two full tax years prior to such termination date), NE Edge shall file annual personal property declarations with the Waterford Tax Assessor declaring all personal property located at each Qualified Data Center for such tax years. Each declaration shall be accompanied by invoices of all equipment purchases for the prior year applicable to each Qualified Data Center.

15. Events of Force Majeure

For purposes of this Agreement, "Event of Force Majeure" means acts of God, war, revolution, civil commotion, acts of public enemy, embargo, casualty, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Party affected that prevents, restricts, or interferes with that Party's performance under this Agreement. A delay of performance hereunder by either Party shall not constitute an event of default or result in any liability under this Agreement to the extent caused by an Event of Force Majeure during the duration of such Event of Force Majeure. The occurrence of an action, circumstance, condition, or event which gives rise to an Event of Force Majeure shall not excuse, but merely shall delay as provided in this Agreement, the performance of the covenant, obligation or other undertaking, or the observance of a term or condition, contained in this Agreement by the Party hereto relying on an Event of Force Majeure for such purposes and only for so long as the duration of such Event of Force Majeure. The financial or fiscal inability of a Party hereto to perform any of its obligations, agreements, or other undertakings, or to observe any term or condition contained in the Agreement, shall not constitute an Event of Force Majeure.

In no event shall either Party be liable to the other for monetary damages on account of the breach of the terms of this Agreement caused by an Event of Force Majeure during the duration of such Event of Force Majeure. All rights and remedies under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available. If an Event of Force Majeure shall prevent the operation of a Qualified Data Center for its intended use, then a pro rata portion of the Host Municipality Fee shall be abated until the operation of such Qualified Data Center may recommence. The pro rata portion shall be based upon a fraction, the numerator of which shall be the number of days in the 365-day period during which the Qualified Data Center shall be unable to operate, and the denominator of which shall be 365.

16. Defaults and Remedies

(a) Events of Default by Waterford

Each of the following shall be an event of default by Waterford under this Agreement. (i) Waterford fails to observe and perform any material term, covenant or agreement contained in this Agreement and such failure continues for, or is not remedied within, a period of sixty (60) days after written notice to Waterford specifying the nature of such failure and requesting that it be remedied; or (ii) Waterford makes a general assignment for the benefit of creditors, files a petition in bankruptcy or a request to the Governor of the State of Connecticut to file such petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding related to it under any bankruptcy, reorganization, arrangement, re-adjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) days or more or if by any act indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) days or more.

In no event shall Waterford be in default or liable for monetary damages or other relief to NE Edge on account of a declaration of termination event pursuant to Section 5, above, made in good faith.

(b) Events of Default by NE Edge

Each of the following shall be an event of default by NE Edge under this Agreement:

- (i) NE Edge fails to pay any payments which are properly due from NE Edge hereunder, within the one hundred and eighty (180) day cure period following written notice of noncompliance by Waterford;
- (ii) NE Edge fails to observe and perform any material term, covenant or agreement contained in this Agreement and such failure continues for, or is not remedied within, a period of one hundred and eighty (180) days after written notice to NE Edge specifying the nature of such failure and requesting that it be remedied;
- (iii) NE Edge makes a general assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding related to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereinafter in effect, or if there shall have been filed any such proceeding, in which an order for relief is entered or which remains undismissed for a period of one hundred twenty (120) days or more or if by any act indicates its consent to, approval or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian,

- receiver of or any trustee for it or any substantial part of its property or suffers any such custodianship, receivership or trusteeship to continue undismissed for a period of one hundred twenty (120) days or more;
- (iv) A determination that any representation or warranty made by NE Edge under this Agreement was materially inaccurate, misleading, or incomplete when made as of the Effective Date of this Agreement; or
 - (v) NE Edge's agreement with the DECD Commissioner as contemplated herein terminates prior to the expiration date thereof.

(c) Remedies on Default

Wherever any event of default, as determined by the Waterford Representative Town Meeting pursuant to Public Act No. 21-1 Section 1 (e)(4)(B) and (e)(5), shall have occurred and be continuing, the non-defaulting Party shall have, in addition to any other rights at law or equity, including but not limited to those afforded by the Legislation, the following rights and remedies:

- (i) Upon one hundred and eighty (180) days written notice by the Town to NE Edge if NE Edge is then in default, Waterford shall have the option to terminate this Agreement unless the event of the default is cured prior to the expiration of the one hundred and eighty (180) day cure period.
- (ii) Upon one hundred and eighty (180) days written notice to Waterford, if Waterford is then in default, NE Edge shall have the option to terminate this Agreement.

Without limitation of the generality of the foregoing or other rights and remedies available to Waterford at law and in equity (including without limitation under this Agreement), upon the termination of this Agreement pursuant to Section 1 (e)(5) of the Legislation and/or Section 5 of this Agreement, or subdivision (2) of Subsection (f) of the Legislation, as from time to time amended, the Qualified Data Center, the Owner of the property on which such Qualified Data Center is located or such Owner's successors or assigns shall be subject to all applicable taxes imposed under Chapter 203 of the Connecticut General Statutes and shall be liable for payment of such, and Waterford may collect taxes assessed with respect to the Qualified Data Center from the date of notice of noncompliance under this Agreement or the date of termination by the Town or the DECD Commissioner of any agreements with NE Edge required of the Legislation, as applicable, whichever is earlier. Upon any such termination, Waterford, through its Tax Assessor, may issue a supplemental tax bill to assess all such taxes within one hundred eighty (180) days of the date of any such termination. Such assessed taxes shall be payable within thirty (30) days of the associated supplemental tax bill issued by Waterford. Any unpaid portion of such taxes which are not paid within a thirty (30) day period shall be subject to interest as provided by Connecticut General Statutes §12-146, as amended (or similar provision then in effect), which interest shall accrue from the date such payment was due until paid in full, and Waterford shall retain all rights and remedies it may have under law if any such payment remains unpaid, including those afforded by Chapters 204 and 205 of the Connecticut General Statutes, including Section 12-172 thereof. In addition to and without limitation of other rights and remedies available to Waterford, said assessed tax shall

constitute a lien on the personal property as well as the real property upon which the Qualified Data Centers are located and may be foreclosed upon pursuant to all relevant Connecticut Statutes. Waterford shall be entitled, pursuant to such statutes, to collect its actual costs of collection and reasonable attorneys' fees incurred in connection with such collection activities. The Parties hereto acknowledge and agree that taxes authorized by this Section 16, following termination of this Agreement, which shall be payable by NE Edge to Waterford are taxes imposed pursuant to Connecticut General Statutes Chapters 203 and 204 and that all rights and remedies available to Waterford under applicable law (including, without limitation, Connecticut General Statutes Chapter 205) with respect to nonpayment of taxes shall apply to the payment and collection of such taxes. The Town does not waive and expressly retains all rights and remedies at law or in equity for enforcement of this Agreement and collection of amounts due under this Agreement.

17. Representations and Warranties

(a) Representations and Warranties of Waterford

As of the Execution Date of this Agreement, Waterford hereby represents and warrants to NE Edge that:

- (i) This Agreement has been executed by officers of Waterford acting with the approval and under the authority of the Charter of the Town of Waterford and Public Act No. 21-1, and Waterford has heretofore delivered to NE Edge evidence of such approval;
- (ii) Waterford has the full power and authority to execute and deliver this Agreement to NE Edge and carry out Waterford's obligations hereunder, all of which have been duly authorized in accordance with applicable law, and this Agreement shall be in full force and effect and be legally binding upon, and enforceable against, Waterford in accordance with its terms upon its due execution and delivery by Waterford and NE Edge and shall serve as an Agreement regarding both an initial Qualified Data Center as well as an additional such Qualified Data Center as required by Public Act No. 21-1 Section 1 (e)(2)(C) and (e)(4)(A) of the Legislation referenced herein; and
- (iii) There is no action, suit, investigation, or other proceeding pending or, to the knowledge of Waterford, threatened, which questions the enforceability of this Agreement, or which affects or may affect the performance of either Party's obligations hereunder.

(b) Representations and Warranties of NE Edge

As of the Execution Date of this Agreement, NE Edge hereby represents and warrants to Waterford that:

- (i) NE Edge has the full power and authority to execute and deliver the Agreement to Waterford and to conduct NE Edge's obligations hereunder, and this Agreement shall be in full force and effect and be legally binding upon, and enforceable against NE Edge in accordance with its terms upon its due execution and delivery by NE Edge and Waterford;

- (ii) There is no action, suit, investigation or other proceedings, to the knowledge of NE Edge, which affects or may affect the performance of either Party's obligations hereunder;
- (iii) NE Edge will share with Waterford, as of the date it makes application to the DECD Commissioner, how it anticipates being an "Owner" of the two Qualified Data Centers that are the subject of this Agreement;
- (iv) NE Edge is a limited liability company organized under the laws of the State of Connecticut. NE Edge is in good standing with the Secretary of the State of Connecticut;
- (v) The execution and delivery of this Agreement, the performance of the obligations of NE Edge contained in this Agreement, the consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement by NE Edge are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which NE Edge is bound, or any contractual restriction, financing, agreement or instrument of whatever nature to which NE Edge is now a Party by which it is bound, nor do they constitute default under any of the foregoing;
- (vi) NE Edge has duly authorized this Agreement, and the Agreement is a valid and binding obligation of NE Edge and is enforceable in accordance with its terms against NE Edge; and
- (vii) The member of NE Edge executing this Agreement is duly authorized to execute and deliver this Agreement in such capacity.

18. Dispute Resolution

The Parties agree to provide timely notice to one another regarding any issue regarding the performance of the Parties' respective obligations under this Agreement. Once such notice is provided, reasonable efforts shall be made to resolve any dispute between the Parties. If after such efforts the parties are unable to resolve their differences, the Parties agree to utilize arbitration through whichever alternate dispute resolution services the Parties choose to utilize, in order to resolve any issues. If arbitration is unsuccessful, each Party is free to bring an action in a court of competent jurisdiction.

19. Governing Law

The interpretation and performance of this Agreement shall be governed by the laws of the State of Connecticut without regard to its conflict of law principles. In the event an action is brought to enforce any provision of this Agreement, the exclusive venue and jurisdiction shall be a court of competent jurisdiction located in the State of Connecticut.

20. Entire Agreement

This Agreement constitutes the entire agreement between the Parties in respect of the subject matter hereof. This Agreement supersedes all prior negotiations, representations, and agreements between the Parties with respect to the subject matter hereof.

21. Waiver

No delay in exercising or failure to exercise any right or remedy accruing to or in favor of any Party shall impair any such remedy or constitute a waiver thereof. Every right and remedy given hereunder or by law may be exercised from time to time and as often as may be deemed expedient by the Parties. Any extension of time for payment hereunder or other indulgences shall not alter, affect, or waive rights or obligations hereunder.

Acceptance of any payment, whether partial or otherwise, after it shall have become due, shall not be deemed to alter, affect, or waive the obligations of either Party.

22. Modifications

This Agreement may not be modified or amended except in writing pursuant to all requisite approvals and signed by or on behalf of both Parties by their duly authorized officers.

23. Successors and Assigns

This Agreement shall inure to the benefit of and bind the successors and permitted assigns of NE Edge. Without limitation of the generality of the preceding sentence, the provisions of this Agreement shall, during the term hereof, bind any Owner, Operator and/or Colocation tenant, or subsequent Owner, Operator, Colocation Tenant, and all affiliates of each of them, of the Qualified Data Centers contemplated herein, provided the Facility continues to be used as a Qualified Data Center.

Waterford may not assign or transfer, directly or indirectly, any of its rights or duties under this Agreement. With the prior approval of Waterford, which approval shall not be unreasonably withheld or delayed, NE Edge may assign all or any portion of its rights and obligations under this Agreement or delegate any of its obligations under this Agreement at any time so long as such assignee or delegee shall be an Owner, Operator or Colocation Tenant of the Qualified Data Centers that are the subject of this Agreement, creditworthy and capable of performing the obligations of NE Edge under this Agreement.

24. Notices

All notices, reports and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in the mails, postage prepaid, registered, or certified mail, return receipt requested, or by commercial overnight courier addressed to the Party to whom notice is being given at its address set forth below. Either Party may change its address by notice similarly given.

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385
Attn: First Selectman

With a Copy to:

Town Attorney
Nicholas Kepple
Suisman Shapiro
20 South Anguilla Road
P.O. Box 1445
Pawcatuck, CT 06379

NE Edge, LLC
c/o Thomas P. Quinn
4433 Post Road
East Greenwich, RI, 02818

With a Copy to:

George A. McLaughlin, III
The McLaughlin Brothers, P. C.
One Washington Mall, 16th floor
Boston, MA 02108

25. Further Actions

Each Party agrees that it will, at its own expense, to the extent not reimbursable by the other Party under this Agreement, execute any and all certificates, documents, and other instruments, and take such other further actions as may be reasonably necessary to give effect to the terms of this Agreement.

26. Counterparts

This Agreement may be executed in several counterparts, any one of which shall be considered an original hereof for all purposes.

27. Severability

In the event that any of the provisions, portions or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions, portions, and applications thereof shall not be affected thereby. In such event, the Parties agree that the court making such determination shall have the power to alter or amend such provisions so that it shall be enforceable; provided, however, in the event the severed and unenforceable provision would release or relieve NE Edge from the obligation to pay any Host Municipality Fee to Waterford hereunder, or would materially alter the tax exemption afforded by this Agreement, despite a compliance with this Agreement, the Parties shall amend this Agreement to the minimum extent necessary to render such provision legal and enforceable to require the exemption and/or payment of Host Municipality Fee to Waterford

hereunder as initially intended. In the event an amendment described in the preceding sentence is not executed within thirty (30) days of such judgment or effective date of such law, whichever is earlier, the Party that would benefit from the amendment, at its election, may terminate this Agreement by written notice to the other Party. If NE Edge is the terminating Party it acknowledges and shall not dispute the Town's right to fully tax any land or any building which houses either of the Qualified Data Centers and all their respective personal property under applicable Connecticut statutes, but NE Edge shall have the right to dispute the assessments and amount of taxes

28. No Third-Party Beneficiaries

Nothing in this agreement is intended to confer any right on any Person other than the Parties and their or successors and permitted assigns; nor is anything in this Agreement intended to modify or discharge the obligation or liability of any third party to any Party or give any third party any right of subrogation or action over or against any Party.

29. Headings for Convenience

The headings in this Agreement are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

30. Confidentiality

The Town of Waterford shall endeavor to respect the confidentiality of sensitive or preliminary information provided to the Town during both the negotiations for and construction of the proposed Qualified Data Center, so long as such information falls within the definitions of certain specific items in the Connecticut General Statute §1-210(b) thereby qualifying such records as exempt from disclosure under the Freedom of Information Act.

31. No Additional Municipal Tax Benefits

NE Edge agrees that it will not pursue from Waterford any additional tax incentives, tax exemptions or tax abatements or any subsequent adjustment to its taxes or payments to Waterford that are the subject of this Agreement unless permitted herein. Nothing in this Section shall prohibit NE Edge from seeking additional tax relief and rebates from the State of Connecticut, federal authorities, or authorities other than Waterford, provided that no such relief shall reduce the amounts payable by NE Edge to Waterford under this Agreement.

32. Late Payments

If NE Edge fails to make any Host Municipality Fee payment to Waterford required hereunder within thirty (30) days following the due date provided for payment, interest at the rate set forth in CGS §12-146 shall accrue on any unpaid portion of such Host Municipality Fee from the date such payment was due until paid, and Waterford shall retain all rights and remedies it may have as described herein if any such payment remains unpaid.

33. Correction of Clerical Errors

In the event that any clerical error or typographical error is discovered within this Agreement that results in language that neither Party intended upon the Execution Date of this Agreement, the Parties shall promptly execute an amendment to this Agreement to correct such error upon the discovery thereof prior to the Effective Date.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the Effective Date.

TOWN OF WATERFORD

On behalf of Board of Selectmen:

_____ Date _____
Robert J. Brule, First Selectman
Duly Authorized

On behalf of concurring Representative Town Meeting:

_____ Date _____
Paul Goldstein, RTM Moderator
Duly Authorized

NE EDGE, LLC

_____ Date _____
George A. McLaughlin, III, Member
Duly Authorized

EXHIBIT A

Benefit to Town of Waterford/NE Edge LLC Proposal to Site 2 Data Centers

Building 1

Base Host Fee \$3,500,000

Annual Host Fee to the Town of Waterford over 30 years.	\$105,000,000
Estimated escalators over life of contract	\$23,000,000
<u>Total Base Host Fee</u>	<u>\$128,000,000</u>

Supplemental Payments

Payment 30 days from Building Permit Issuance	\$10,000,000
Payment 5 yrs from COO of this building	\$6,000,000
Payment 10 yrs from COO of this building	\$6,000,000
Payment 15 yrs from COO of this building	\$6,000,000
Payment 20 yrs from COO of this building	\$6,000,000
Payment 25 yrs from COO of this building	\$6,000,000
<u>Total Phase I, Life of Contract</u>	<u>\$168,000,000</u>

Building 2

Base Host Fee \$1,312,500

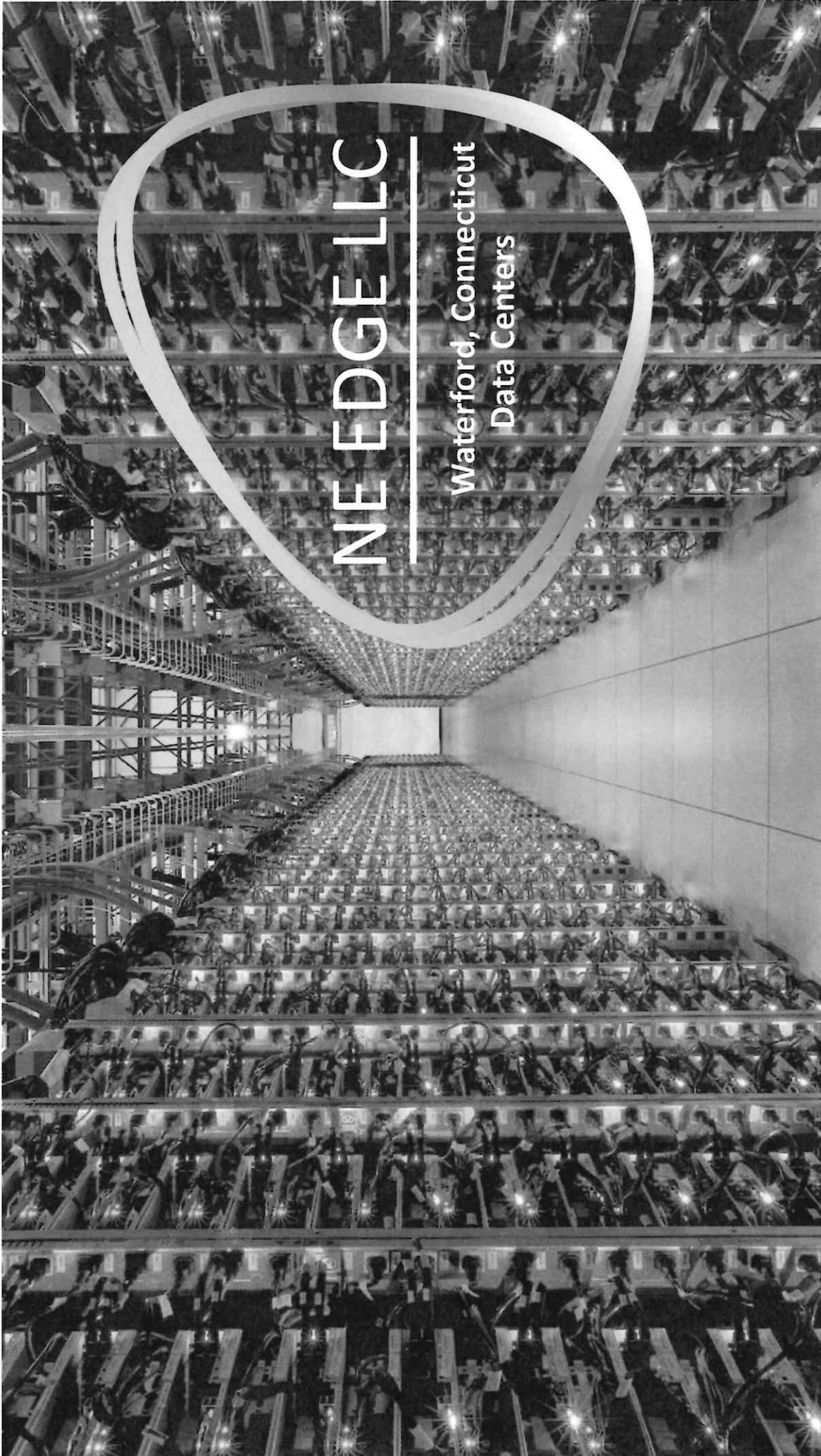
Annual Host Fee to the Town of Waterford over 30 years	\$39,037,500
Estimated escalators over life of Contract	\$9,000,000
<u>Total Base Host Fee</u>	<u>\$48,037,500</u>

Supplemental Payments

Payment 30 days from Building Permit issuance	\$3,750,000
Payment 5 yrs from COO of this building	\$2,250,000
Payment 10 yrs from COO of this building	\$2,250,000
Payment 15 yrs from COO of this building	\$2,250,000
Payment 20 yrs from COO of this building	\$2,250,000
Payment 25 yrs from COO of this building	\$2,250,000
<u>Total Phase II, Life of Contract</u>	<u>\$63,037,500</u>

Total Benefit over 30 years **\$231,037,500**

Total First year payments **18,562,500**



NE EDGE LLC

Waterford, Connecticut
Data Centers

NE EDGE LLC

WHAT IS HYPERSCALE?

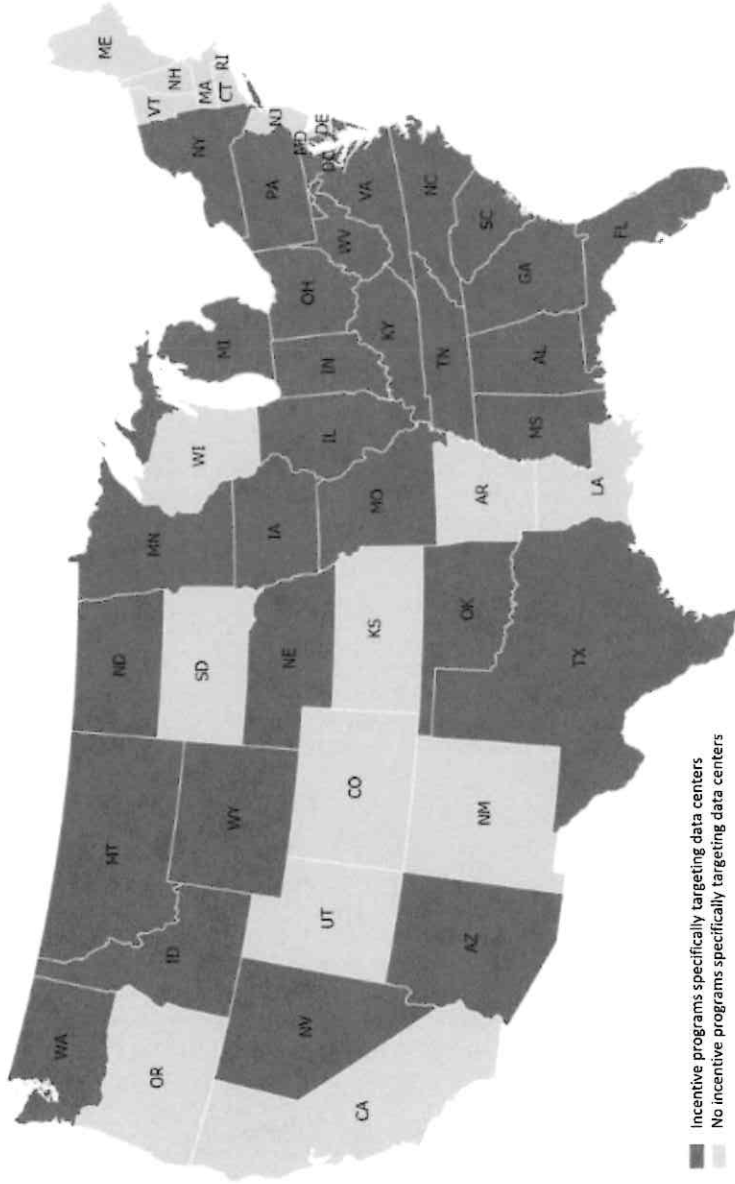
The Hyperscale industry is expanding to meet the current & future demands of Consumers, Commerce & Regulators.

Hyperscale Providers are leaders in Technological, Growth & Research.

Examples include Autonomous Vehicles, AI Development, On-Line Consumer Shopping and Scientific Research

- ***Hyperscale defines the operational scale of a facility AND its interconnection to the worldwide network***
- ***Tier 1 Hyperscale Companies include: AWS, Microsoft, Azure, Google, Facebook - \$200-\$800 million typically spent on New Data Center build***
- ***Tier 2 Hyperscale Companies include: Oracle, IBM, Apple LinkedIn & Twitter***
- ***The NE EDGE data centers will support all these World-Class Hyperscale Service Providers***

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33 States have attracted data developing data by legislating Data Tax Incentives.

Connecticut is the 34th state to do so.

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- Strategically located between NYC and Boston.
- The region encompassing worldwide financial institutions, the insurance capital of the world and worldwide med-tech and educational centers, with most of its data stored well outside of New England.
- Currently no opportunities for Edge computing expansion, cloud, large colocation or necessary upgrades for regional connectivity.

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FOUR REQUIREMENTS CRITICAL TO SITE A DATA CENTER

- Utility availability, quantities and competitive pricing
- Main trunk fiber accessibility
- A data tax incentive law and Municipal Hosting Agreement
- Local cooperative regulation

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SUSTAINED POLITICAL SUPPORT FOR THE LEGISLATION

There are currently 34 States with Data Tax Incentive Laws passed, the latest, Connecticut, with Illinois and Indiana before that, where the Data Tax Incentive passed overwhelmingly. Soon all States will likely have a form of a data tax incentive law, and Connecticut House and Senate leadership, as a result of over 100 meetings, understood the importance of the legislation as related to jobs and infrastructure.

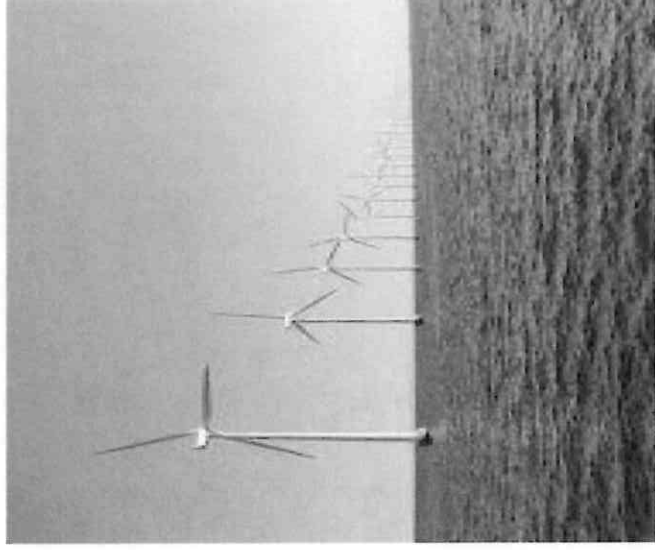
Support for Connecticut Data Tax Legislation:



Governor • Chief of Staff • Speaker of the House • President of the Senate • Senate Energy Chairman • House Majority Leader • Senate Majority Leader • House Minority Leader • Senate Minority Leader • House and Senate Finance Chairman • 5 Local Mayors in targeted Data Center locations, including letters of support • 2 Local State Senators in targeted Data Center locations including letters of support • Labor Unions with Project Labor Agreements executed • Many additional members of Leadership along with Rank and File Members • Department of Economic and Community Development • Connecticut Conference on Municipalities • Connecticut Business and Industry Association • Connecticut Center for Advanced Technology • Connecticut Chamber of Commerce

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Our Plans Contemplate Future of Renewables & Increasing Offshore Wind



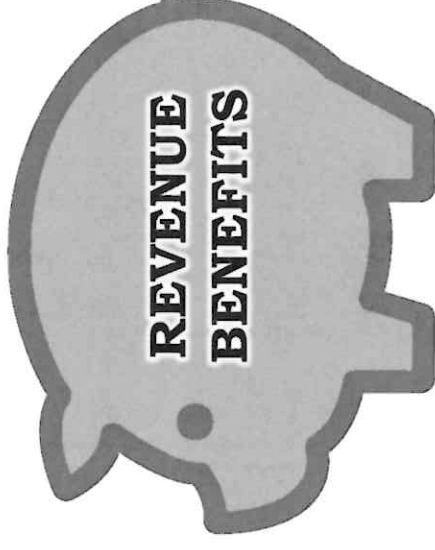
Large quantities of renewable generation will be made available for consumers in CT

- In June 2019, Connecticut enacted a law requiring the state to procure **2,000 MW of offshore** wind by 2030. Eversource Energy and United Illuminating Co finalized contracts for the project in May 2020. (American Wind Energy Assoc.)
- Access to new renewables development within the ISO-New England (operates the New England grid) area.
- State of Connecticut and its partners including Ørsted and Eversource **have reached final agreement** and the future of offshore wind generation is underway. State Pier in New London will be developed into a world class offshore wind platform, bringing hundreds of well paying jobs to the area.

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MUNICIPAL BENEFITS

- Aggregate of two phase payments to Waterford is over \$231 million in Host Fee Payments.
- Annual base payment escalates over 30 years.
- NE Edge would become the second largest contributor to the Town of Waterford budget.
- Low demand on municipal resources.
- Opportunity magnet for future commercial growth in community
- Cost for expansion of municipal infrastructure borne entirely by the development – No costs passes on to the utility customers.



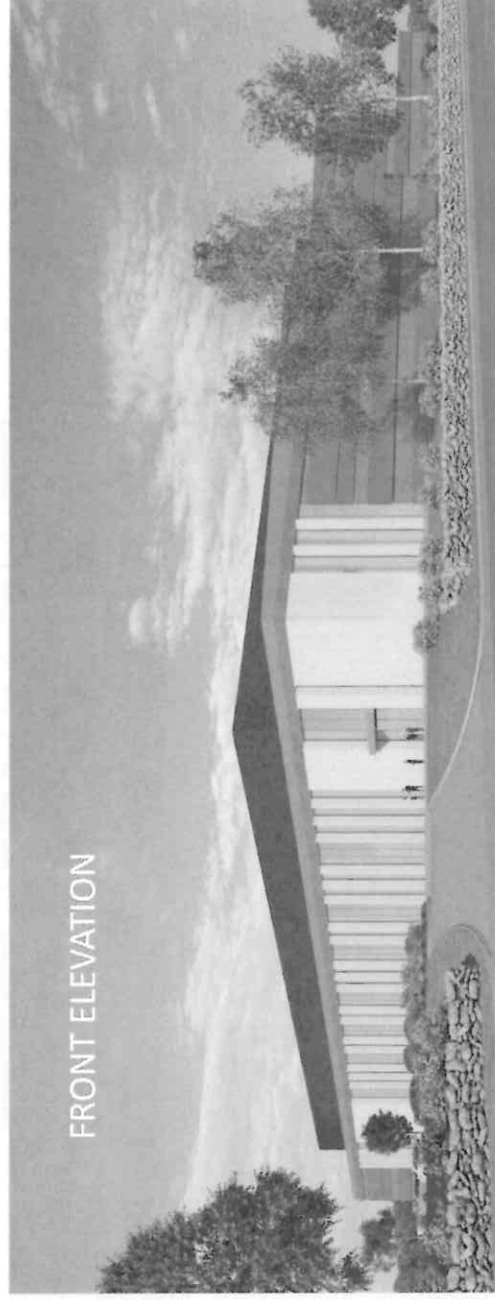
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2-STORY GREEN BUILDING DESIGN

- 100% NUCLEAR POWERED CLEAN ENERGY
- NO GAS OR DIESEL GENERATION BACKUP
- 100% ENERGY STAR BUILDING – LEED CERTIFIED

Phase I building of 1,137,160 SF in a two-story configuration. Phase II building of 427,492 SF in a two story configuration.

Only 4.8% lot coverage over a 500+ acre parcel. Large setbacks surrounding the central development location enhances privacy and quiet fit within the neighboring properties

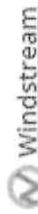


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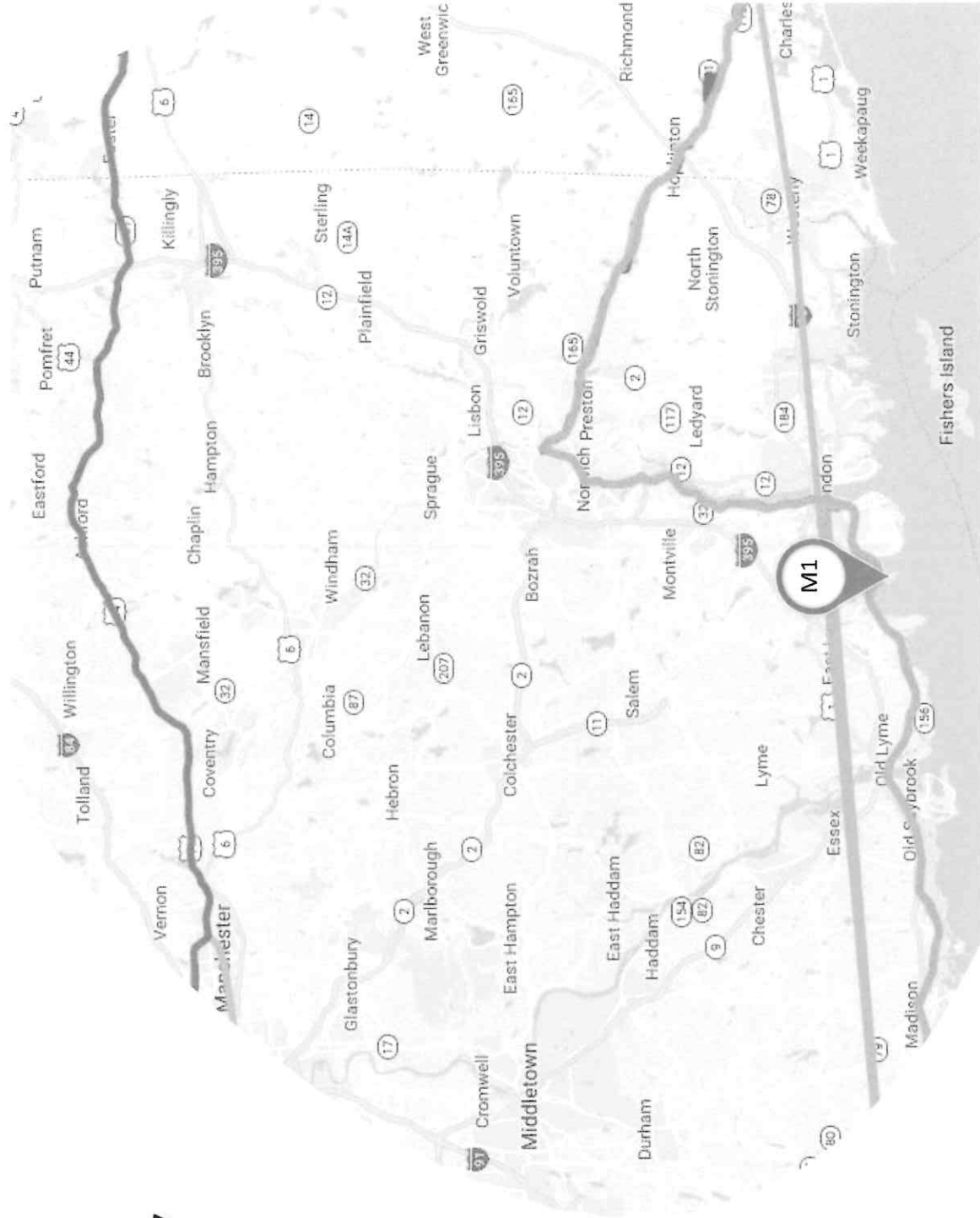
CONNECTIVITY

AREA LONG-HAUL FIBER IS PRESENT REGIONALLY

Long Haul Networks

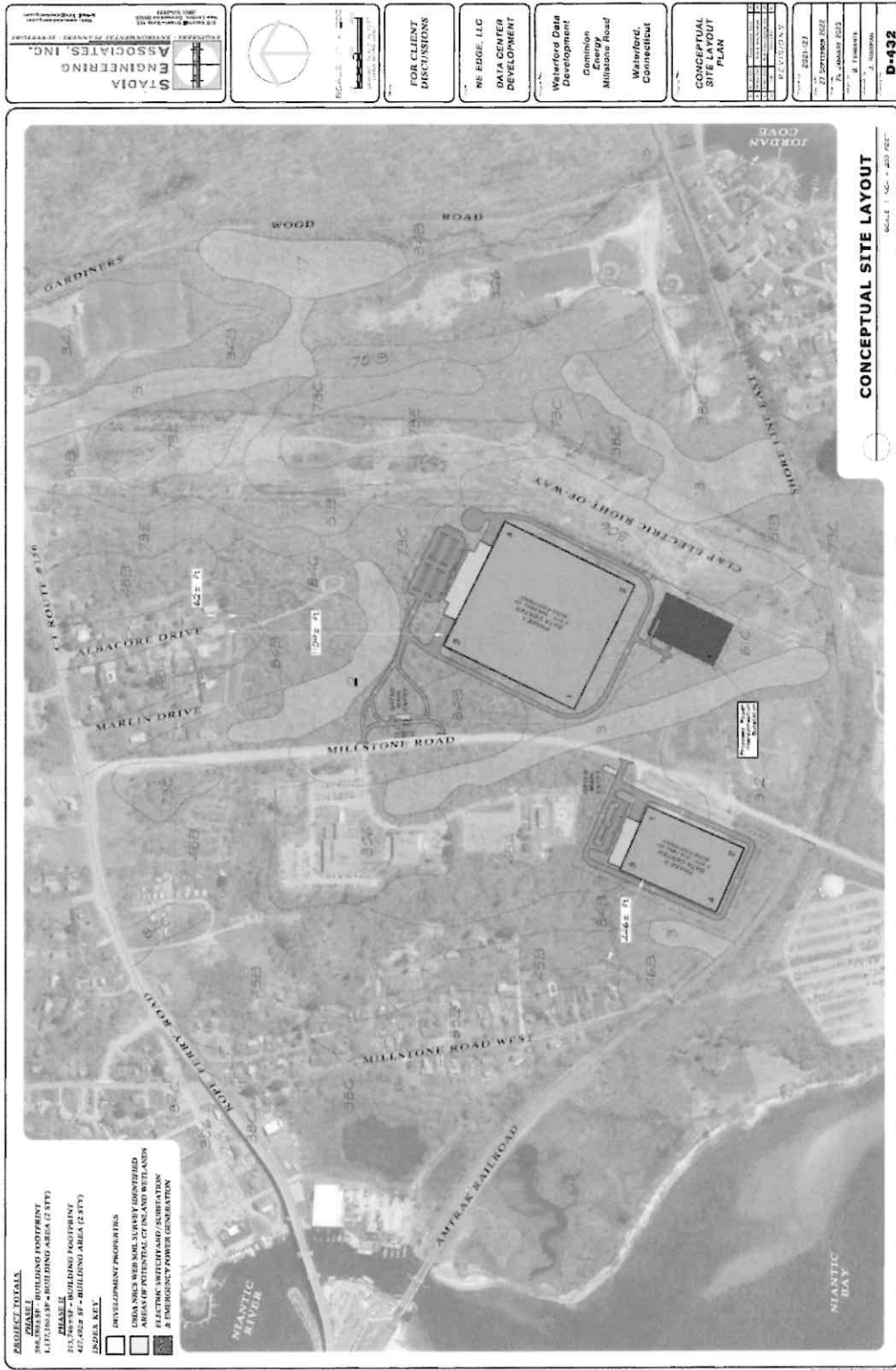


- Regional Large Fiber Data Carriers
- All fiber connectivity improvements borne by the development



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Proposed Millstone Site Plan



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MILLSTONE DATA CENTERS FACT SHEET

- Two Buildings. One building footprint of approximately 570,000 sq ft, comprising 1,140,000 total sq ft. The second building footprint is approximately 214,000 sq ft, comprising 428,000 total sq ft on land owned by Dominion at the Millstone site. Both buildings will be 2 stories.
- NEW Data Centers are quiet, substantially below the State requirements for sound. Data Centers put sound attenuation at the forefront of design. No diesel generators will be required on this site. Air conditioning equipment will be on the roof with parapet walls following sound attenuation protocols.
- Lot Coverage Stats; One building footprint - 11.48 acres. Roads, substation, parking, will cover approximately 5 acres, for a total coverage of 16.48 acres. Second building footprint - 4.91 acres. Parking and roadways will cover approximately 3 acres, for a total coverage of 7.91 acres. Total development use area is less than 5% of the Dominion site.
- CLEAN, ALL ELECTRIC DATA CENTERS, NO PEAK SHAVING. NO DIESEL GENERATORS, 100% CARBON FREE.

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MILLSTONE DATA CENTERS FACT SHEET (continued)

- \$231,000,000 in total benefit over 30 years to the Town of Waterford through annual payments with escalators and one-time payments.
- Projected critical construction timeline of 11-13 months for the first data center, Phase I, commences June 2024.
- Post construction traffic is estimated to be 180 cars over three, 8-hour shifts or 60 CARS per Shift. Minimal parking footprint.
- Anticipated construction jobs created: 1500-2000 per building.
- Projected permanent jobs created: approximately 180 high paying full-time jobs.
- Closed loop air conditioning building design for limited water usage.
- Water/Sewer: Upgrades at Developer Expense.

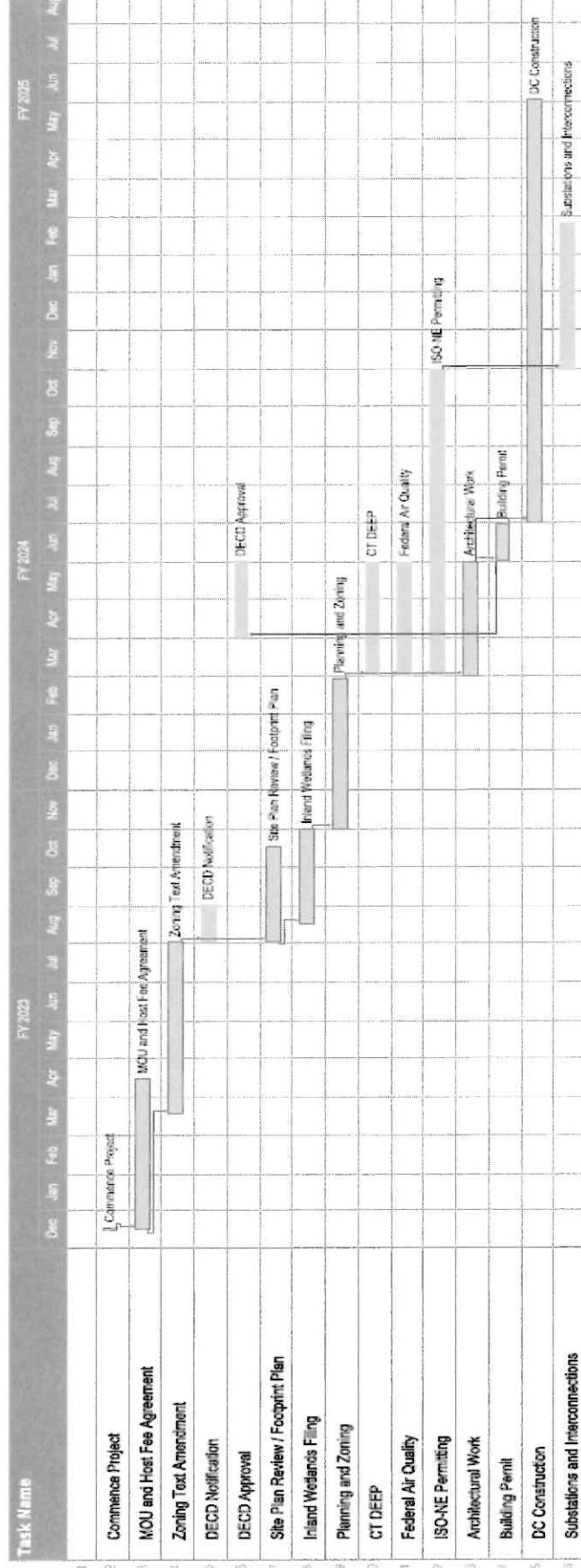
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MILLSTONE DATA CENTERS FACT SHEET (continued)

- Electrical Infrastructure and Fiber: Upgrades at developer expense.
- Electricity: Purchase direct on contract on a 'behind the meter' basis, no cost to ratepayers.
- Inland Wetlands: Sufficient upland review area available to support proposed development.
- Full building permit fees shall apply without discounts.
- Planning and Zoning Siting: Single building siting, all parking is included in the percentage coverages provided. Text amendment requirement.
- State and Federal Permitting: Both data centers shall comply with ALL State and Federal Regulations at all times.
- NE Edge to provide a developer funded project manager who will work for and at the direction of the Town for 5 years during construction of both data centers.

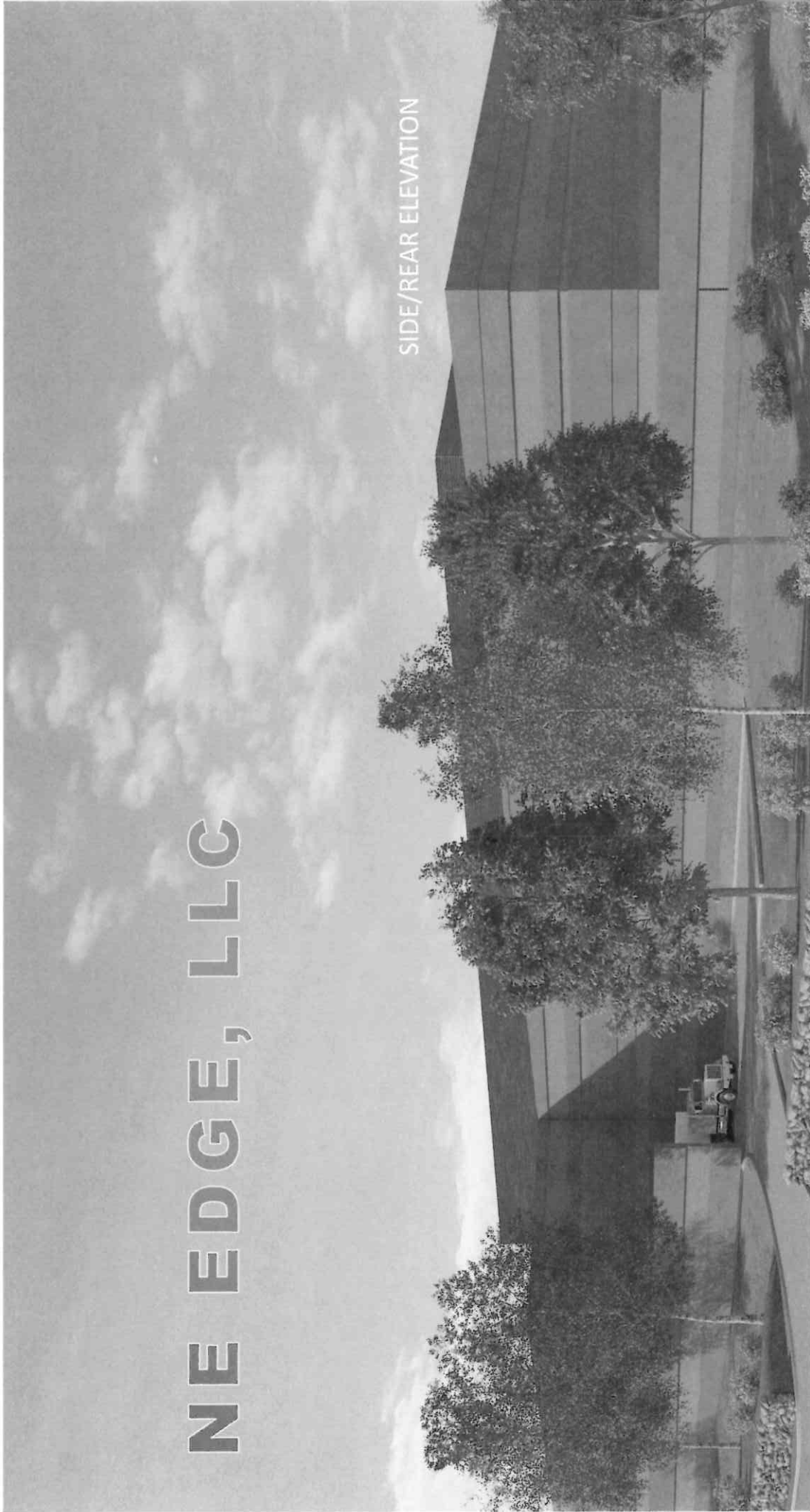
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WATERFORD GANTT CHART



NE EDGE, LLC

SIDE/REAR ELEVATION



What is a Data Center?

A data center is a facility that centralizes an organization's shared IT operations and equipment for the purposes of storing, processing, and disseminating data and applications. Because they house an organization's most critical and proprietary assets, data centers are vital to the continuity of daily operations. Consequently, the security and reliability of data centers and their information are among any organization's top priorities.

In the past, data centers were highly controlled physical infrastructures, but the public cloud has since changed that model. Except where regulatory restrictions require an on-premises data center without internet connections, most modern data center infrastructures have evolved from on-premises physical servers to virtualized infrastructure that supports applications and workloads across multi-cloud environments.

The Role of the Data Center

Data centers are an integral part of the enterprise, designed to support business applications and provide services such as:

- Data storage, management, backup and recovery
- Productivity applications, such as email
- High-volume e-commerce transactions
- Powering online gaming communities
- Big data, machine learning and artificial intelligence

Today, there are reportedly more than 7 million data centers worldwide. Practically every business and government entity builds and maintains its own data center or has access to someone else's, if not both models. Many options are available today, such as renting servers at a colocation facility, using data center services managed by a third party, or using public cloud-based services from hosts like Amazon, Microsoft, Sony and Google.

The Core Components of a Data Center

Data center architectures and requirements can differ significantly. For example, a data center built for a cloud service provider like Amazon satisfies facility, infrastructure and security requirements that significantly differ from a completely private data center, such as one built for a government facility that is dedicated to securing classified data.

Regardless of classification, an effective data center operation is achieved through a balanced investment in the facility and the equipment it houses. In addition, since data centers often house an organization's business-

critical data and applications, it's essential that both facility and equipment are secured against intruders and cyberattacks.

The primary elements of a data center break down as follows:

- **Facility** – the usable space available for IT equipment. Providing round-the-clock access to information makes data centers some of the world's most energy-consuming facilities. Design to optimize space and environmental control to keep equipment within specific temperature/humidity ranges are both emphasized.
- **Core components** – equipment and software for IT operations and storage of data and applications. These may include storage systems; servers; network infrastructure, such as switches and routers; and various information security elements, such as firewalls.
- **Support infrastructure** – equipment contributing to securely sustaining the highest availability possible. The Uptime Institute has defined four tiers of data centers, with availability ranging from 99.671% to 99.995%. Some components for supporting infrastructure include:
 - **Uninterruptible Power Sources (UPS)** – battery banks, generators and redundant power sources.
 - **Environmental control** – computer room air conditioners (CRAC); heating, ventilation and air conditioning (HVAC) systems; and exhaust systems.
 - **Physical security systems** – biometrics and video surveillance systems.
- **Operations staff** – personnel available to monitor operations and maintain IT and infrastructure equipment around the clock.

Data centers have evolved significantly in recent years. As enterprise IT needs continue to move toward on-demand services, data center infrastructure has shifted from on-premises servers to virtualized infrastructure that supports workloads across pools of physical infrastructure and multi-cloud environments. There is an expression these days: The modern data center is where your workloads are.



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Public Act No. 21-1

AN ACT CONCERNING INCENTIVES FOR QUALIFIED DATA CENTERS TO LOCATE IN THE STATE.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective July 1, 2021*) (a) As used in this section:

(1) "Colocation tenant" means a person that contracts with the owner or operator of a qualified data center to use or occupy all or part of a qualified data center for a period of at least two years;

(2) "Eligible qualified data center costs" means expenditures made on or after July 1, 2021, for the development, acquisition, construction, rehabilitation, renovation, repair or operation of a facility to be used as a qualified data center, including the cost of land, buildings, site improvements, modular data centers, lease payments, site characterization and assessment, engineering services, design services and data center equipment acquisition and permitting related to such data center equipment acquisitions. "Eligible qualified data center costs" does not include expenditures made in connection with real or personal property that is located outside the boundaries of the facility to be used as a qualified data center;

(3) "Enterprise information technology equipment" means:

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(A) Hardware that support computing, networking or data storage functions, including servers and routers;

(B) Networking systems equipment that support computing, networking or data storage functions and have an industry designation as equipment within the enterprise class or data center class of networking systems; and

(C) Generators and other equipment used to ensure an uninterrupted power supply for the hardware and networking systems equipment under subparagraph (A) or (B) of this subdivision;

(4) "Facility" means one or more contiguous tracts of land in the state and any structure and personal property contained on such land;

(5) "Operator" means a person that contracts with the owner of a qualified data center to operate such qualified data center;

(6) "Owner" means a person that holds a leasehold estate in excess of fifty years or a fee title to a facility;

(7) "Person" means an individual, an estate, a trust, a receiver, a cooperative association, a corporation, a company, a firm, a partnership, a limited partnership, a limited liability company, a limited liability partnership or a joint venture;

(8) "Qualified data center" means a facility that is developed, acquired, constructed, rehabilitated, renovated, repaired or operated, to house a group of networked computer servers in one physical location or multiple contiguous locations to centralize the storage, management and dissemination of data and information pertaining to a particular business or classification or body of knowledge;

(9) "Qualified data center equipment" means computer equipment, software and hardware purchased or leased for the processing, storage,

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retrieval or communication of data, including:

(A) Computer servers, routers, connections, chassis, networking equipment, switches, racks, fiber optic and copper cables, trays, conduits and other enabling machinery, equipment and hardware, regardless of whether such personal property is affixed to or incorporated into real property;

(B) Equipment used in the operation of computer equipment or software for the benefit of a qualified data center, including component parts, replacement parts and upgrades, regardless of whether the personal property is affixed to or incorporated into real property;

(C) Equipment necessary for the transformation, generation, distribution or management of electricity that is required to operate computer servers and related equipment, including substations, generators, uninterruptible energy equipment, supplies, conduits, fuel piping and storage, cabling, duct banks, switches, switchboards, batteries and testing equipment;

(D) Equipment necessary to cool and maintain a controlled environment for the operation of computer servers and other equipment of a qualified data center, including chillers, mechanical equipment, refrigerant piping, fuel piping and storage, adiabatic and free cooling systems, cooling towers, water softeners, air handling units, indoor direct exchange units, fans, ducting and filters;

(E) Water conservation systems, including equipment designed to collect, conserve and reuse water;

(F) Conduit, ducting and fiber optic and copper cables located outside the qualified data center, that are directly related to connecting one or more qualified data center locations;

(G) Monitoring equipment and security systems;

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(H) Modular data centers and preassembled components of any item described in this subsection, including components used in the manufacturing of modular data centers; and

(I) Any other personal property, exclusive of motor vehicles, that is essential to the operations of a qualified data center or that is acquired for incorporation into or used or consumed in the operation of the qualified data center; and

(10) "Qualified investment" means the aggregate, nonduplicative eligible qualified data center costs expended by an owner, operator and colocation tenant of a qualified data center.

(b) Any person that anticipates it will own, operate or be a colocation tenant in a qualified data center in this state may apply to the Commissioner of Economic and Community Development to enter into an agreement in accordance with the provisions of subsection (c) of this section, for exemption from the taxes imposed under chapters 203 and 219 of the general statutes as set forth in subsections (d) and (e) of this section.

(c) (1) Any person described in subsection (b) of this section that seeks an exemption under subsection (b) of this section shall submit an application to the Commissioner of Economic and Community Development, in a manner and form prescribed by the commissioner. If the commissioner approves such application, the commissioner shall enter into an agreement with such person, provided such person demonstrates to the satisfaction of the commissioner that:

(A) The facility to be developed, acquired, constructed, rehabilitated, renovated, repaired or operated will be used as a qualified data center; and

(B) The qualified data center will make, on or before the fifth anniversary of the date an agreement entered into pursuant to this

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section becomes effective, a qualified investment of at least (i) fifty million dollars if such qualified data center is located in an enterprise zone designated pursuant to section 32-70 of the general statutes or a federal qualified opportunity zone designated pursuant to the Tax Cuts and Jobs Act of 2017, P.L. 115-97, as amended from time to time, or (ii) two hundred million dollars if such qualified data center is not located in an enterprise zone or a federal qualified opportunity zone.

(2) Any agreement entered into pursuant to this subsection shall:

(A) Be for a period of twenty years, unless extended under the provisions of subdivision (3) of this subsection, from the date an agreement entered into pursuant to this section becomes effective, which may be in the year in which the construction, rehabilitation, renovation or repair of a qualified data center commences;

(B) Include a five-year qualifying period, from the date an agreement entered into pursuant to this section becomes effective, for the applicable qualified investment amount set forth in subparagraph (B) of subdivision (1) of this subsection to be reached;

(C) Include the payment of an annual fee by the qualified data center, to be determined annually by the commissioner and not to exceed fifty thousand dollars, for the administrative and operational costs of the Office of Data Infrastructure Administration and Security established under subdivision (5) of this subsection. Such fee shall be paid by the qualified data center to the commissioner during each year of such qualifying period or until the applicable qualified investment amount set forth in subparagraph (B) of subdivision (1) of this subsection is reached, whichever is sooner;

(D) Include a detailed description of the capital project that is the subject of the agreement;

(E) Provide that the provisions of the agreement shall be applicable,

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within the time period such agreement is effective and for the remaining duration of such time period, to any (i) subsequent owner of the qualified data center, (ii) operator or affiliate of the operator of the qualified data center, or (iii) colocation tenant, provided the facility continues to be used as a qualified data center; and

(F) Include provisions for the assessment and payment of the taxes exempted pursuant to such agreement and the rates or amounts of penalties and interest to be imposed thereon, if the commissioner determines that the requirements of the agreement or of a qualified data center are not being met or have not been met.

(3) If a qualified data center makes a qualified investment of at least (A) two hundred million dollars if such qualified data center is located in an enterprise zone designated pursuant to section 32-70 of the general statutes or a federal qualified opportunity zone designated pursuant to the Tax Cuts and Jobs Act of 2017, P.L. 115-97, as amended from time to time, or (B) four hundred million dollars if such qualified data center is not located in an enterprise zone or a federal qualified opportunity zone, the commissioner shall extend to thirty years the period for which an agreement entered into pursuant to this section is effective.

(4) Any qualified data center that enters into an agreement pursuant to this section and makes the applicable qualified investment amount set forth in subdivision (3) of this subsection, and any operator or affiliate of and colocation tenant of such qualified data center, shall be exempt from any financial transactions tax or fee that may be imposed by the state on trades of stocks, bonds, derivatives and other financial products. The exemption under this subdivision shall be effective for a period of thirty years from the date the construction, rehabilitation, renovation or repair of a facility is completed, as determined by the commissioner. The commissioner may incorporate the provisions of this subdivision into the agreement entered into pursuant to this section or amend an existing agreement with a qualified data center to incorporate

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the provisions of this subdivision.

(5) There is established an Office of Data Infrastructure Administration and Security within the Department of Economic and Community Development. The office shall (A) serve as the liaison between applicants and qualified data centers and other state agencies, (B) provide assistance to applicants and qualified data centers from the preapplication phase to the post-operational stage, and (C) seek to ensure coordinated, efficient and timely responses to applicants and qualified data centers.

(d) (1) With respect to the exemption from the taxes imposed under chapter 219 of the general statutes, the Commissioner of Economic and Community Development shall notify the Commissioner of Revenue Services of any person that has entered into an agreement pursuant to this section. The Commissioner of Revenue Services shall provide to such person a certificate that exempts such person, and any contractor or subcontractor of such person, from such taxes for (A) the sale of and the storage, use or other consumption in this state of qualified data center equipment acquired for incorporation into or used and consumed in the development, acquisition, construction, rehabilitation, renovation, repair or operation of a facility that is used or to be used as a qualified data center, (B) the sale of and the acceptance, use or other consumption in this state of any service described under subdivision (37) of subsection (a) of section 12-407 of the general statutes, that is used and consumed in the development, acquisition, construction, rehabilitation, renovation, repair or operation of a facility that is used or to be used as a qualified data center, and (C) all electricity used by a qualified data center. Such person, and any contractor or subcontractor of such person, may use such certificate for the purchase, storage, use or other consumption in this state of qualified data center equipment, services and electricity as set forth in this subsection and each seller of such equipment, services or electricity may rely on such certificate.

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(2) The certificate provided pursuant to subdivision (1) of this subsection shall apply, during the time period the agreement is effective, to:

(A) Any additional building or structure at a qualified data center to be developed, acquired, constructed, rehabilitated, renovated, repaired or operated, to house a group of networked computer servers, regardless of whether such development, acquisition, construction, rehabilitation, renovation, repair or operation was contemplated at the time of entering into the agreement; and

(B) Any additional qualified data center equipment, services and electricity acquired or used by such qualified data center after the date the agreement was entered into.

(e) (1) With respect to the exemption from the tax imposed under chapter 203 of the general statutes, such exemption shall apply to (A) real property, buildings or structures, located within or at a qualified data center, and (B) enterprise information technology equipment used by a qualified data center.

(2) The exemption under this subsection shall apply, during the time period the agreement entered into pursuant to subsection (c) of this section is effective, to:

(A) Any additional building or structure at a qualified data center that is developed, acquired, constructed, rehabilitated, renovated, repaired or operated, to house a group of networked computer servers, regardless of whether any such development, acquisition, construction, rehabilitation, renovation, repair or operation was contemplated at the time of entering into the agreement;

(B) Any additional enterprise information technology equipment used by a qualified data center that is acquired after the date the agreement was entered into; and

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(C) Any additional facility acquired by the owner of a qualified data center for the development, construction, rehabilitation, renovation, repair or operation of a qualified data center, after the date the agreement was entered into, provided such owner enters into a negotiated host municipality fee agreement as required under subdivision (4) of this subsection for each such additional facility.

(3) The Commissioner of Economic and Community Development shall notify each municipality in which such facility is located of any agreement entered into pursuant to this section and shall provide the identity of the person with which the commissioner has entered into such agreement, the date such agreement is effective and the terms of the agreement with respect to the exemption from the tax imposed under chapter 203 of the general statutes.

(4) (A) No developer or owner shall commence construction, rehabilitation, renovation or repair of a facility that will be a qualified data center unless such owner has entered into a negotiated host municipality fee agreement with the municipality in which such facility is located. Such owner shall enter into a negotiated host municipality fee agreement for each additional facility that will be a qualified data center that such owner acquires. If a facility is located in contiguous municipalities, such owner shall enter into a negotiated host municipality fee agreement with each such municipality.

(B) Each negotiated host municipality fee agreement shall include provisions for the assessment and payment of the tax under chapter 203 of the general statutes exempted pursuant to the agreement entered into pursuant to subsection (c) of this section, and the rates or amounts of penalties and interest to be imposed thereon, if the legislative body of the municipality in which the qualified data center is located determines that the requirements of the negotiated host municipality fee agreement are not being met or have not been met.

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(5) The chief elected official of the municipality in which a qualified data center is located shall notify the qualified data center if the legislative body of such municipality determines the requirements of a negotiated host municipality fee agreement entered into pursuant to subdivision (4) of this subsection are not being met or have not been met. The qualified data center shall cure such noncompliance not later than one hundred eighty days after the date of such notification. If the legislative body of such municipality determines the noncompliance has not been cured, the negotiated host municipality fee agreement shall be terminated.

(6) Upon the termination of a negotiated host municipality fee agreement pursuant to subdivision (5) of this subsection or subdivision (2) of subsection (f) of this section, the qualified data center, the owner of the property on which such qualified data center is located or such owner's successors or assigns shall be subject to the tax imposed under chapter 203 of the general statutes and shall be liable for payment of such taxes on the property that was exempted from such tax, from the date of noncompliance under subdivision (5) of this subsection or the date of termination under subdivision (2) of subsection (f) of this section, as applicable. Such liability shall attach to the property as a charge thereon. Such tax and any related penalty and interest shall be due, payable and collectible as other municipal taxes and subject to the same liens and processes of collection.

(f) (1) If the Commissioner of Economic and Community Development terminates an agreement entered into pursuant to subsection (c) of this section due to the commissioner's determination that the requirements of such agreement or of a qualified data center are not being met or have not been met, the commissioner shall notify the Commissioner of Revenue Services and the chief elected official of the municipality in which the applicable qualified data center is located of such termination.

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(2) Any negotiated host municipality fee agreement entered into pursuant to subdivision (4) of subsection (e) of this section by such qualified data center shall be terminated as of the date the agreement entered into pursuant to subsection (c) of this section is terminated. The municipality in which such qualified data center is located may use any remedy authorized by the general statutes to secure the interests of such municipality and recover the amount of any fee, tax, penalty and interest that become due and owing to such municipality due to such termination.

(3) The amount of any taxes under chapter 219 of the general statutes, penalty or interest that become due and owing pursuant to the termination by the Commissioner of Economic and Community Development of an agreement entered into pursuant to subsection (c) of this section may be collected by the Commissioner of Revenue Services under the provisions of section 12-35 of the general statutes. The warrant provided under section 12-35 of the general statutes shall be signed by the Commissioner of Revenue Services or the commissioner's authorized agent. The amount of any such tax, penalty or interest shall be a lien on the real estate of the qualified data center from the last day of the month next preceding the due date of such tax until such tax is paid. The Commissioner of Revenue Services may record such lien in the records of any municipality in which the real estate of such qualified data center is located but no such lien shall be enforceable against a bona fide purchaser or qualified encumbrancer of such real estate. When any tax with respect to which a lien has been recorded under the provisions of this subsection has been satisfied, the commissioner shall, upon request of any interested party, issue a certificate discharging such lien, which certificate shall be recorded in the same office in which the lien was recorded. Any action for the foreclosure of such lien shall be brought by the Attorney General in the name of the state in the superior court for the judicial district in which the real estate subject to such lien is located, or, if such property is located in two or more judicial districts,

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in the superior court for any one such judicial district, and the court may limit the time for redemption or order the sale of such real estate or make such other or further decree as it judges equitable.

Approved March 4, 2021

GEORGE A. McLAUGHLIN, III

George A. McLaughlin, III is the founder and president of The McLaughlin Brothers, P.C., a boutique plaintiffs' trial law firm in Boston, Massachusetts. Since graduating from law school in 1984, Mr. McLaughlin has been a practicing attorney specializing in plaintiff trial work. Over the past forty years, Mr. McLaughlin has tried approximately 150 jury trials and obtained numerous record verdicts. He enjoys the highest "AV" rating from Martindale-Hubbell and has been nominated by his peers as a Massachusetts Super Lawyer. Mr. McLaughlin has represented a wide variety of eminent domain plaintiffs ranging from the Gillette Corporation to local developers and property owners. As a result of his eminent domain experience, Mr. McLaughlin developed a specialty in analyzing and valuing a wide variety of real estate.

From 1990 to present, Mr. McLaughlin has invested in a wide variety of real estate projects and purchased, developed and sold many different types of properties, including office buildings, multifamily residential, hotels, warehouses, lab buildings, transfer stations and sand and gravel pits. He is currently developing a 2,000,000 square foot regional warehouse distribution center and repurposing a 700,000 square foot mall. Mr. McLaughlin is a co-founder, member and manager of NE Edge, LLC, which has been created for the purpose of developing hyperscale data centers in Connecticut.

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NE Edge LLC

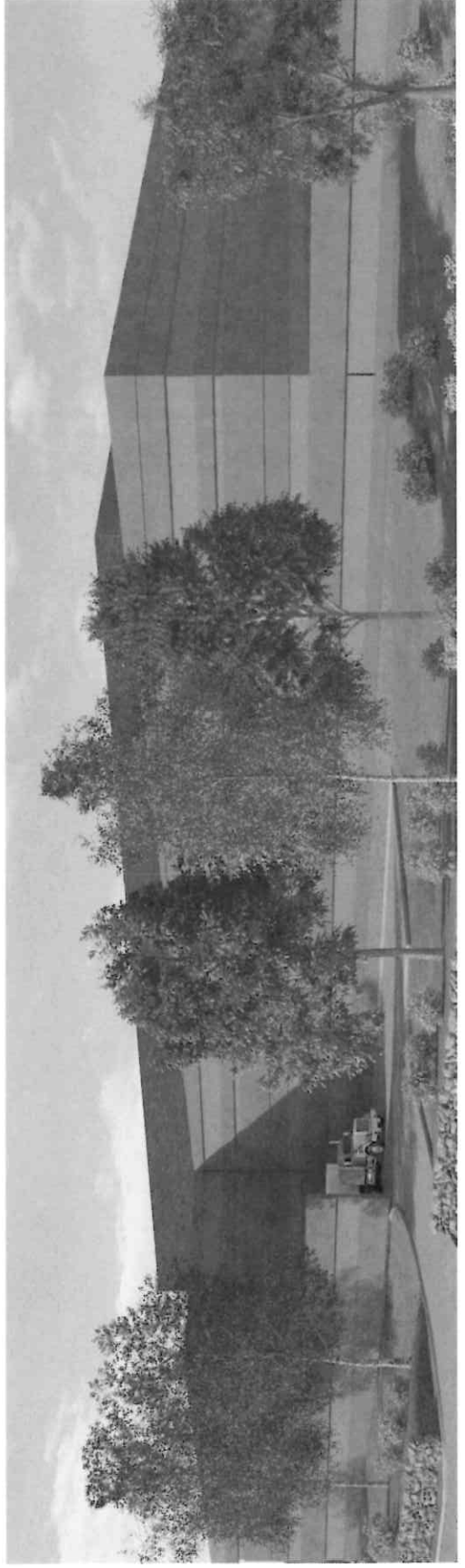
Thomas P. Quinn, Principal

Thomas Quinn was born and raised in Connecticut. Living nearby, Quinn watched as the Millstone facility was being built from across the bay. Quinn has over 33-years of experience as an owner/developer, broker, investor, designer. He has also performed specialty project management services and executed sensitive projects for selected clients. Quinn has permitted and constructed hundreds of structures and is fully versed in all aspects of development from land acquisition and land planning through building contracting and management. Quinn has constructed approximately 240 condominiums, 150 houses (built or remodeled) , including waterfront and golf course homes, commercial buildouts, restaurants, multifamily apartment buildings, treatments plants, and other projects, many in environmentally sensitive areas. Nearly 5 years ago, Quinn began to investigate the next development, a New England Data Corridor, located between New York and Boston, to support New England's critical and exponentially expanding IT needs. Quinn traveled throughout the United States and Europe for 18 months meeting with corporate executives, engineers, technology officers, various consultants, DC architects, fiber companies and other experts in the Data Center industry. Quinn found that siting a Hyperscale Data Center in Connecticut was not something the industry was then ready to accept, with highest in continental United States electricity costs, difficult regulation, and without data tax incentives. Yet the need for critical IT infrastructure required that Connecticut become engaged in providing these cloud and large colocation companies an opportunity siting base to service the region. After compiling and studying every data center tax incentive in the United States, Quinn set out to have a draft legislative bill drawn. Over the course of months and with many revisions, Quinn and his consultants settled on a best-in-class Data Tax Incentive draft bill. The bill was designed to partially offset the high regional cost of electricity and relatively high construction costs with a goal to meet national Data Center industry deltas. The bill was voted into law, which was passed in March of 2021. Then Quinn and team began the process of creating a Municipal Fee Host Agreement template. The NE Edge team is currently investigating development opportunities in Connecticut where main trunk fiber and transmission are available and day ahead electricity purchases can be made through Municipal Utility companies or direct electricity purchase contracts.

DATA CENTER BUILDING ONE
Sample Drawing



Entrance View



Rear view

ATTACHMENT C



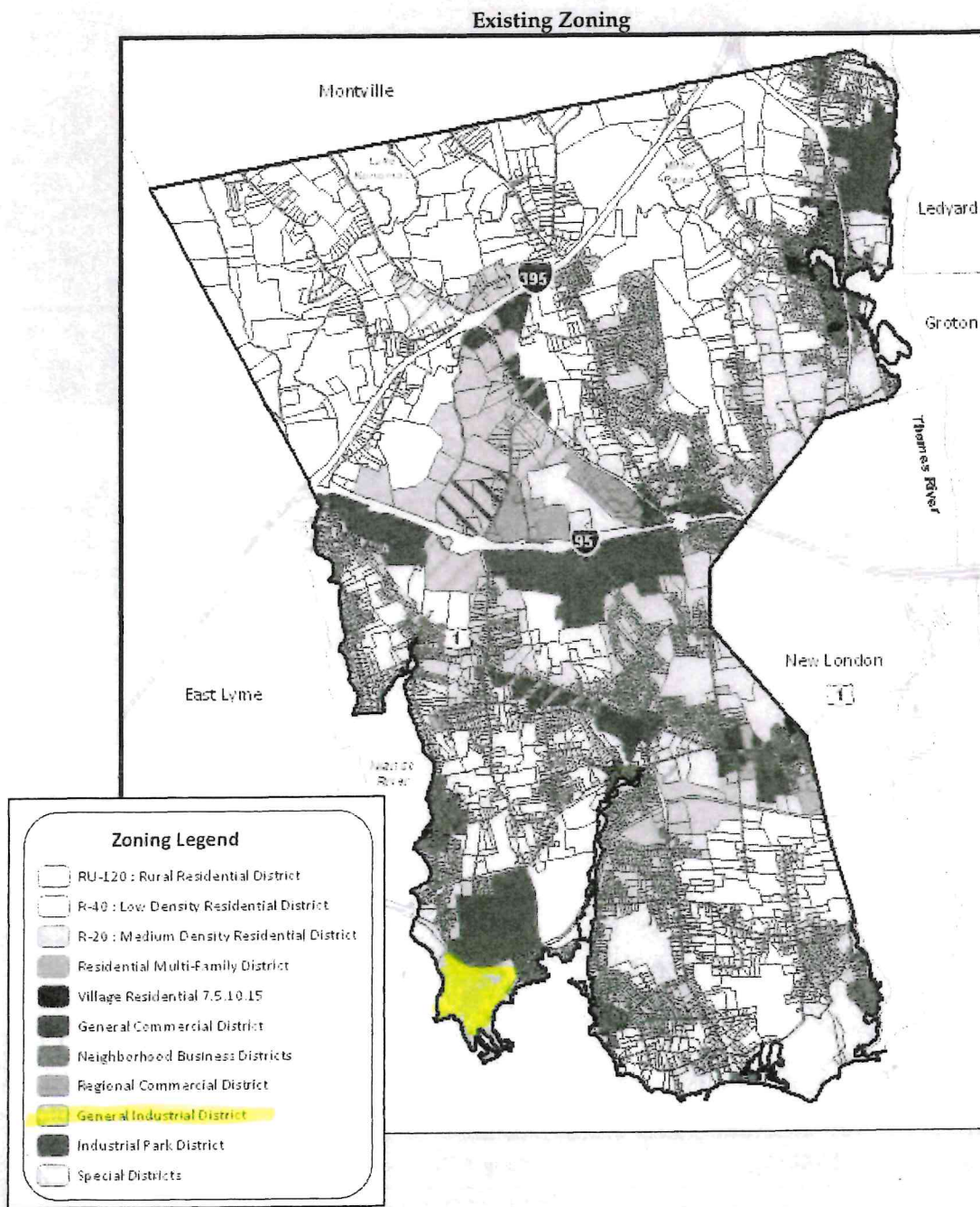
WATERFORD

2012 Plan of Preservation, Conservation and Development

Part 1 - Policy Element

Effective- January 1, 2012

The colored areas on the zoning map below indicate the types of uses presently allowed in different areas of Waterford. Overall, most areas of Waterford are intended for residential uses (yellow, white and green areas).



GUIDE

Business / Economic Development

GOAL

Promote business and economic development to meet local needs and maintain a favorable tax base.

Communities typically desire business / economic development for one or more of the following reasons:

- employment for residents,
- availability of goods and services, and/or
- provision of tax revenue (especially when it is greater than the demand for local services).

Waterford has been very fortunate to have been able to provide for these things within the community over the years as a result of the business and economic development. Still, Waterford is interested in additional economic development for all of these reasons.

A. Continue to Pursue Economic Development

Waterford's strategic location, excellent infrastructure system (roads and utilities), low property taxes, existing business base, and progressive regulations are significant assets in terms of retaining and attracting economic development. Waterford should continue to pursue economic development which is consistent with community goals and objectives.

Sunset Ribs (Mago Point)



Boston Post Road Businesses



Sonalyt Studios



Crystal Mall



B. Promote Appropriate Business Development

In order to promote appropriate overall growth patterns, Waterford will continue to encourage future business activity in three separate and distinct areas:

- the regional business areas adjacent to the major highways,
- areas on state roads where businesses have located to date, and
- small business areas for meeting neighborhood needs.

As part of this overall strategy, Waterford should review the current business zones to be sure that the requirements and locations of business zones are appropriate and strike an appropriate balance between the interests of the community and the needs of businesses. In terms of regulatory requirements, a comprehensive review might find that:

- some permitted uses could be added or deleted to reflect current conditions,
- some changes to dimensional standards may be appropriate, and/or
- it may be desirable to eliminate or combine some zoning categories.

In addition, it may make sense to adjust the boundaries of some zoning district locations, including the combined residential/commercial zone designations, based on natural resources, roadways, infrastructure availability, sewer policy, desired future uses, and/ or neighborhood changes. Some specific areas for investigation might include:

- the 85/395 interchange area (Waterford Speedbowl / Industrial Drive),
- the western edge of the Business Triangle,
- along Route 85 south of Interstate 95 (Broad Street Extension), and
- the western side of Gardiner's Wood Road.

In the telephone survey, participants were receptive to most types of additional business development except for retail (about 90% of participants felt Waterford had enough or too much of this use).

<i>Issue</i>	<i>Amount Is Too Little</i>	<i>Amount Is Just Right</i>	<i>Amount Is Too Much</i>	<i>Not Sure / Don't Know</i>
Manufacturing	43%	35%	3%	19%
Village-style development	37%	42%	5%	16%
Warehouses	31%	42%	5%	22%
Business or professional offices	24%	59%	7%	10%
Shopping mall-style developments	9%	62%	29%	0%
Strip mall-style developments	8%	60%	27%	5%

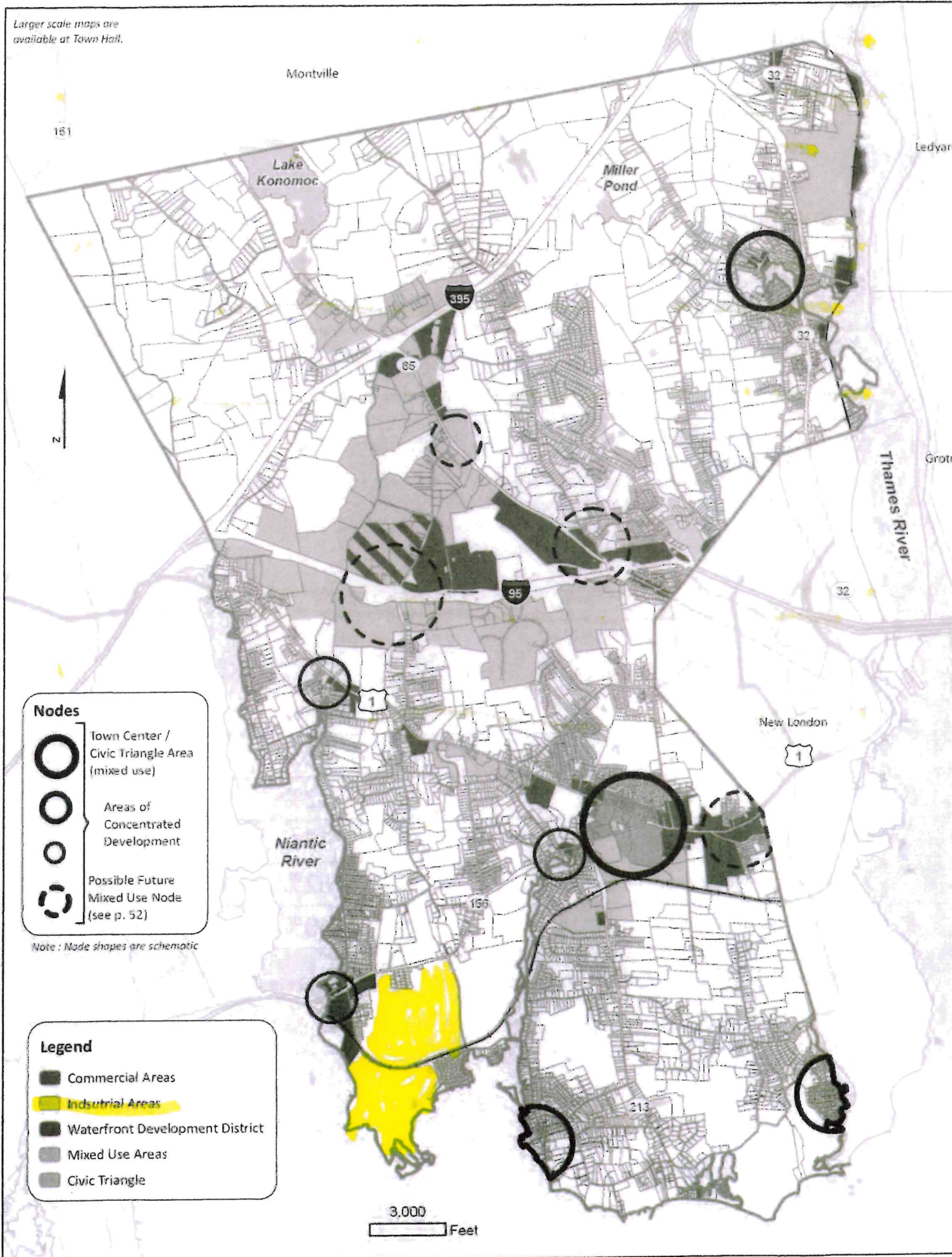
C. Invest In Infrastructure To Encourage Business Development

To enhance the development prospects of Waterford's business areas, the Town may wish to consider making necessary infrastructure investments in certain areas. In particular, this might include extending water and sewer utilities.

Business Development Plan

Waterford,

Larger scale maps are available at Town Hall.





WATERFORD

2012 Plan of Preservation, Conservation and Development

Part 2 - Implementation Element

January 2012

Implementation Tables

B. Promote Appropriate Business Development

Business Development

Priority / Status	Description	Date Added	Target Date	% Complete	Leader	Partners
B	1. Encourage future business activity in appropriate areas.	2/2011	Ongoing	n/a	PZC	EDC BOS RTM BOF
	2. Review the current business zones to be sure that the requirements and locations of business zones are appropriate	2/2011	7/2012		PZC	
	3. Consider adjusting the boundaries of some zoning district locations	2/2011	7/2012		PZC	

Letter = Ongoing Program / Strategy

- A = Most Important
- B = Important
- C = Needed

Number = Distinct Task / Action

- 1 = Most Important
- 2 = Important
- 3 = Needed

Implementation Tables

C Invest In Infrastructure To Encourage Business Development

Business Development

Priority / Status	Description	Date Added	Target Date	% Complete	Leader	Partners
B	1. Consider making infrastructure investments to promote economic development	2/2011	Ongoing	n/a	EDC	RTM BOF BOS FS

Letter = Ongoing Program / Strategy

- A = Most Important
- B = Important
- C = Needed

Number = Distinct Task / Action

- 1 = Most Important
- 2 = Important
- 3 = Needed



WATERFORD

2012 Plan of Preservation, Conservation and Development

2015 Supplement Part 1 - Policy Element

Effective – June 11, 2015

Policies of the 2012 Plan

While this Update strengthens several policies within the POCD, the following are the main guiding 2012 objectives this update reinforces for future implementation:

- Continue to Protect Historic / Archeological Resources (p. 34)
- Preserve Scenic Resources (p. 36)
- Seek To Create An Overall Town Center / Focal Point For The Community (p. 49)
- Promote business and economic development to meet local needs and maintain a favorable tax base (p. 58)
- Address Needs In The Business Triangle Area (p. 61)
- Address Needs In The Mago Point Area (p. 62)

Furthermore, the strategies defined in this update are consistent with the 2012 Future Land Use Plan because (see map next page):

- Mago Point is identified as an area for concentrated development
- The Vision Plan focus is identified as an area of concentrated development and as future Town Center and Mixed Use nodes.



ATTACHMENT D



WATERFORD

1998 PLAN OF PRESERVATION,
CONSERVATION & DEVELOPMENT

BUSINESS & ECONOMIC DEVELOPMENT

9

OVERVIEW

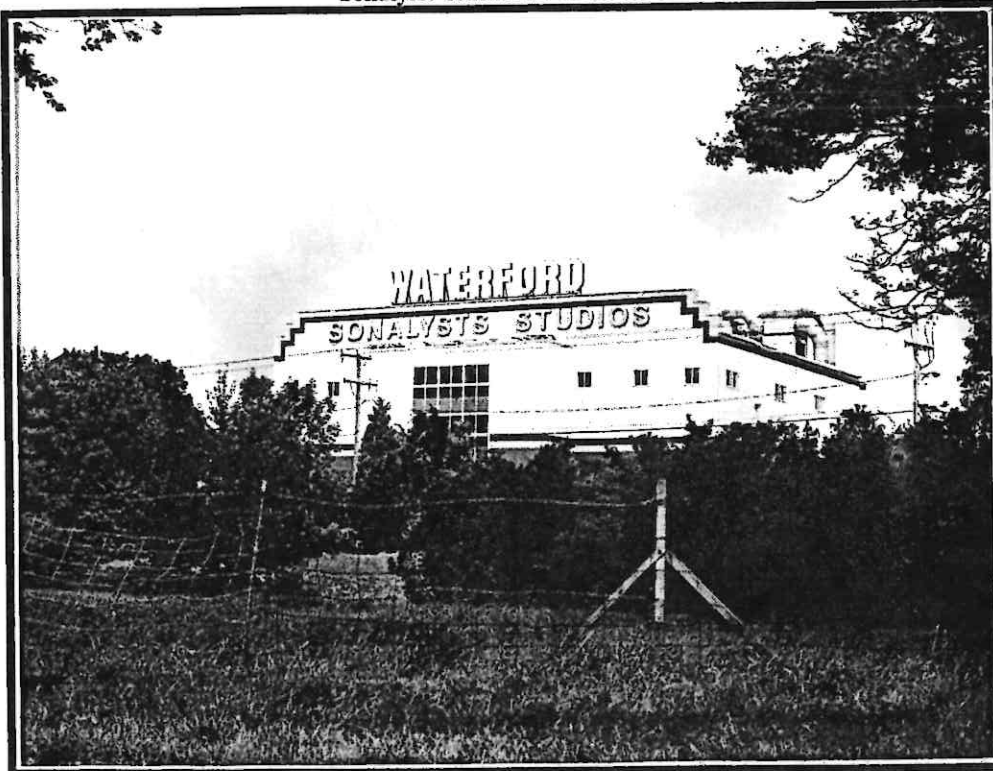
Economic development includes retail, service, office, industrial, utility, and other land uses that:

- provide employment for residents,
- furnish goods and services, and
- enhance the local tax base.

Due to overall economic conditions, little office or industrial development has occurred in Waterford in some time (with the exception of Sonalysts). On the other hand, retail development in the town has accelerated. Major retail uses that have developed in the past five years include Walmart, BJ's Wholesale Club, Home Depot, and Shaw's Supermarket.

We must promote balanced economic development in order to foster local employment, maintain a favorable tax base, reduce the overall fiscal reliance on Millstone, and provide goods and services for residents . . .

Sonalysts Studios in Waterford



Survey Results

Too Little?

- Manufacturing

Just Right?

- Tourist attractions
- Offices
- Warehouses
- Retail stores
- Supermarkets

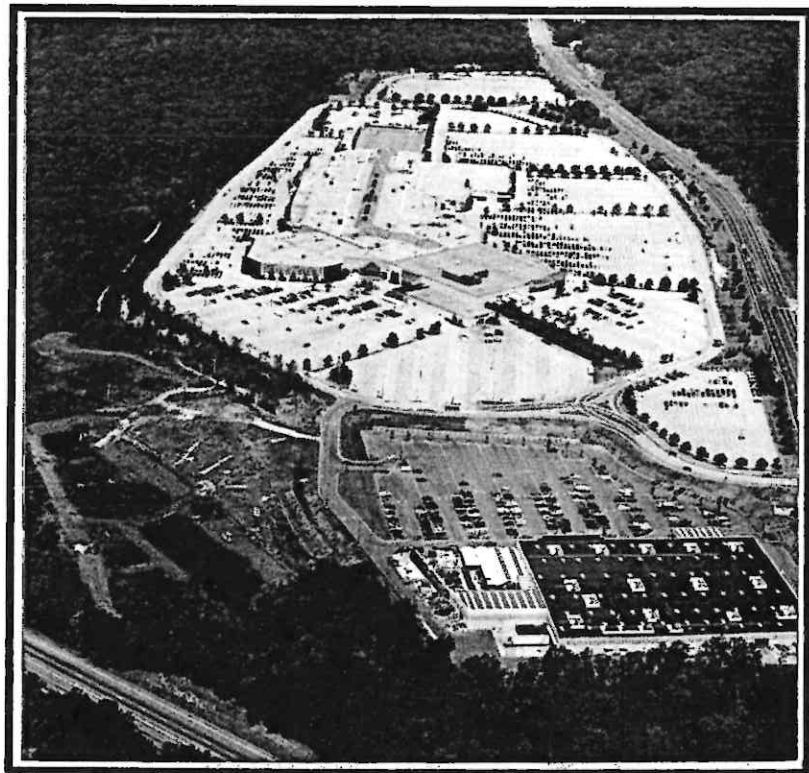
In the survey, most residents felt that Waterford had too few manufacturing businesses. People generally liked the amount of tourist attractions, offices, and warehouses. There was less support for more retail stores or supermarkets.

While residents favored limiting business development to areas where it already exists, there was support for more retail development on Route 85 and Cross Road. Few residents were in favor of additional retail development on Route 1. Residents also favored efforts to improve the appearance of business uses in Waterford.

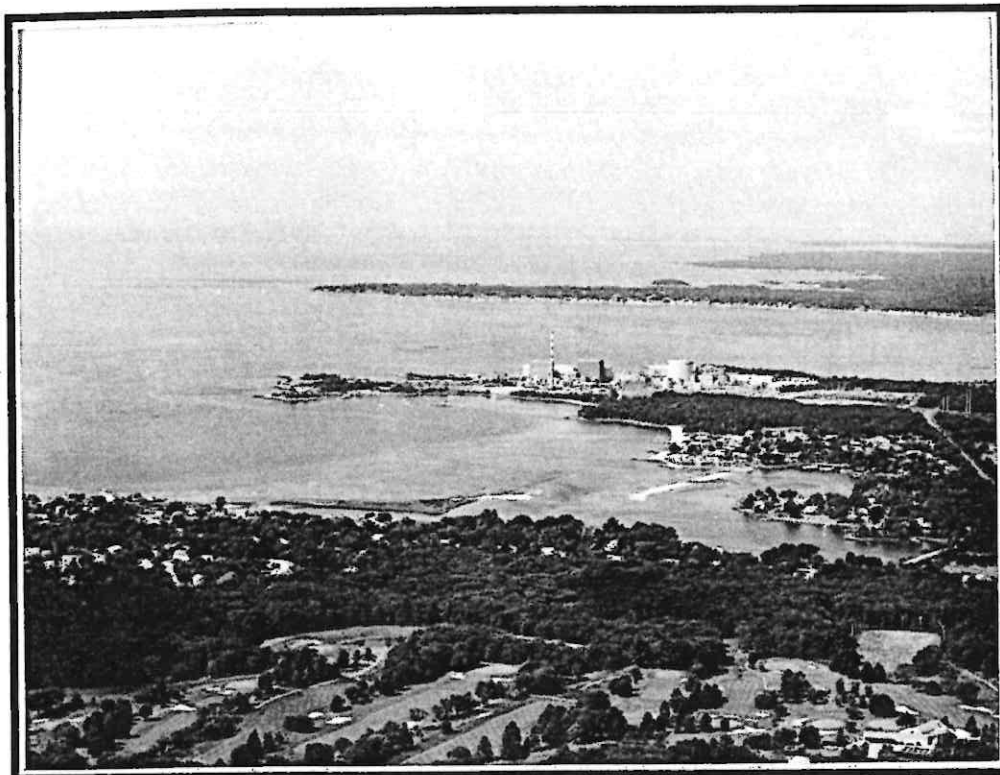
<u>Statement</u>	<u>Agree</u>	<u>Disagree</u>
The Town should limit business development to areas where it currently exists.	78%	22%
The Town should encourage the renovation of existing properties in town.	77	23
The Town should control the exterior design of new buildings.	68	32
Recycling businesses should be relocated from Miner Lane to the Interstate 95 area.	64	36
The Town should allow more retail development on Route 85.	59	41
The Town should allow more retail development at Cross Road / Interstate 95.	57	43
The Town should allow more retail development on Route 1.	26	74

Most people felt generally comfortable with the level of effort expended by the Town in the area of economic development. While more might be done to promote tourism, most people felt that the Town was doing the right amount to expand the tax base and encourage economic development.

Crystal Mall and Home Depot



Millstone Power Station



ASSESSMENT & RECOMMENDATIONS

Economic Development Efforts

Continue efforts to encourage economic development in Waterford. The regional economy is changing from advanced technology to tourism and entertainment. As a result, the demand for office and industrial uses has been lower than anticipated. At the same time, Waterford has become the focus of retail uses in the region and this trend can be expected to continue.

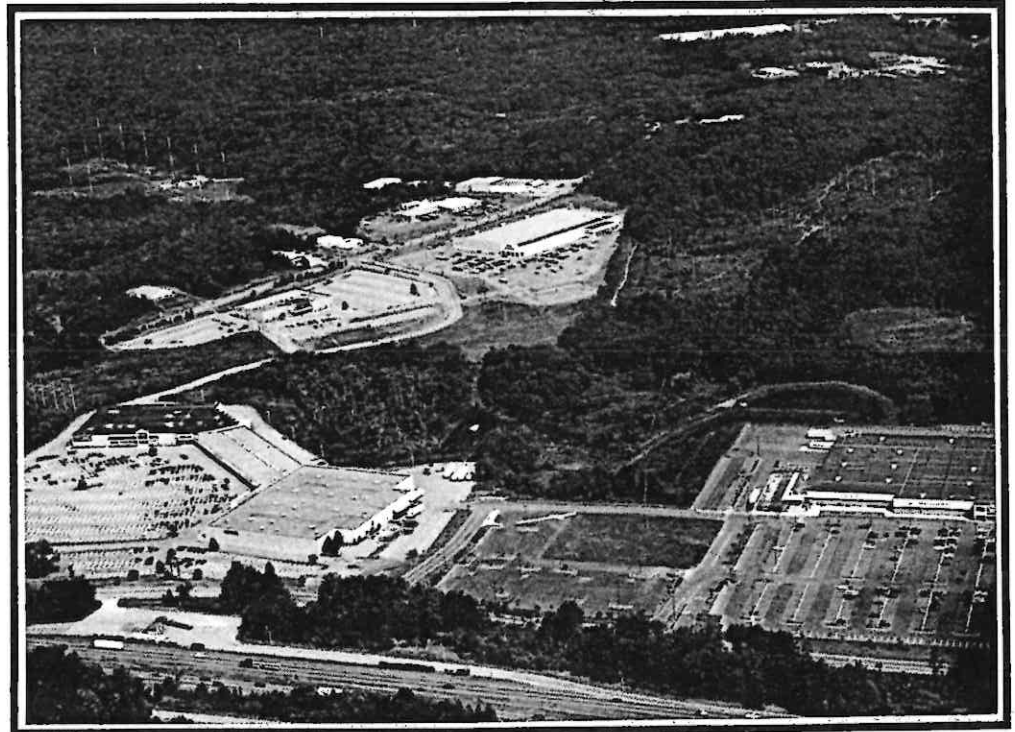
With increased competition to attract office and industrial uses, Waterford's strategic location, excellent infrastructure system (roads and utilities), low property taxes, and progressive regulations may not be enough to attract such economic development.

However, through the continued efforts of the Economic Development Commission, elected and appointed officials, and staff, the Town can continue to attract new businesses to Waterford. But the Town must devote time and energy to making such efforts work. Such efforts should continue to be coordinated with regional economic development agencies.

Make necessary infrastructure improvements to encourage appropriate business development. To enhance the economic vitality of Waterford's business areas, the Town should make, or require, necessary infrastructure improvements appropriate to each area. The Town should ensure that adequate traffic capacity and levels of service are provided and preserved in major business areas. The Town should encourage shared driveways and parking and should strive to reduce the number of curb cuts. In addition, the Town should enhance the economic vitality of Waterford's neighborhood commercial areas by establishing community parking lots and making parking, landscaping, signage, and/or bicycle and pedestrian improvements, where appropriate.

This overall strategy will serve to limit adverse impacts that can be caused by business uses (noise, lighting, traffic) by minimizing locations of strip development and relating the business scale to the character of the neighborhood and needs of the town.

**Retail Cluster at Cross Road
in the Business Triangle**



Appropriate Types and Locations

Encourage economic development of types and in locations that are compatible with community character. To protect and enhance community character, the Town should encourage future commercial activity in three separate and distinct areas:

- the regional business areas adjacent to the major highways,
- areas on state roads where businesses have located to date, and
- small business areas for meeting neighborhood needs.

These areas are generally located and configured to limit adverse impacts (visual, noise, traffic, hours of operation) that can be caused by business uses. The Town needs to carefully manage locations of strip commercial development. Retail uses should be sited to be compatible with the community and minimize negative visual, traffic, and other impacts. The Town should consider implementing special permit controls for certain types of business development (such as large retail stores).

In addition, the Town should:

- strive to prevent the abandonment of existing retail stores as new business activity occurs elsewhere,
- encourage the reuse of vacant buildings, and
- discourage the rezoning of land for retail uses where adequate zoned land already exists.

Direct business growth to the Business Triangle. Most future business growth (retail, office, industrial) should be directed to the Business Triangle where water and sewer systems can accommodate such growth and where traffic will not impact existing residential neighborhoods. Since office and industrial development may take some time due to economic trends, the Town should resist efforts during the planning period to add additional retail uses unless the proposed retail development:

- is in an appropriate location,
- meets clearly identified needs in the community, and
- will not hinder the appropriate development of the Business Triangle.

Statutory Reference

“The Plan shall show the commission's recommendation for the most desirable use of land within the municipality for . . . commercial, industrial, . . . and other purposes.”

“The Plan shall be a statement of policies, goals and standards for the physical and economic development of the municipality . . .”

CGS 8-23

Business Zoning and Uses

Modify some business zoning designations and regulations. Waterford currently has many more types of business zones than it needs. The Town can implement the recommendations of the Plan and encourage compatible economic development by eliminating or combining some non-residential zoning categories. The Town should eliminate combined residential/commercial zone designations.

Undertake a comprehensive review of the business zones and regulations. Such review should include:

- a detailed zone-by-zone analysis of the regulations to determine the most appropriate zoning categories to retain,
- a detailed use analysis of each zone to determine what uses should be permitted as-of-right and which uses should be allowed by special permit, and
- a detailed zone-by-zone analysis of the zoning map to determine whether the existing zoning boundaries are appropriate in the field.

In addition, the Town should develop appropriate standards to adequately address home occupations (professional uses, business services, personal services, and contractors).

Change some of the business zoning districts. In the telephone survey and during public forums, residents wanted to discourage additional retail development along Route 1 and encourage economic development in the Business Triangle. To accomplish these objectives, several business zones should be altered in order to:

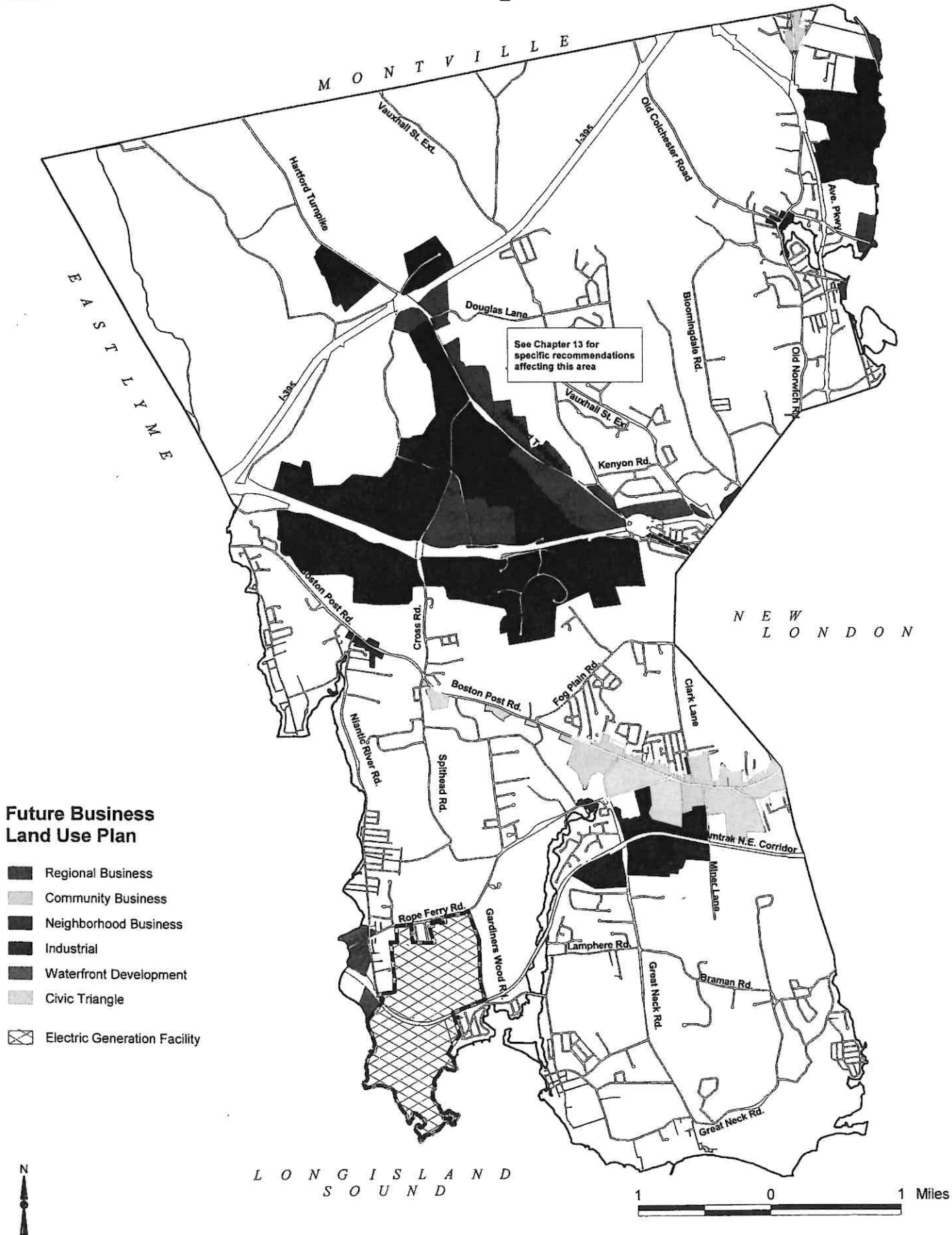
- more appropriately use natural resource transitions,
- limit the amount of development in areas with less convenient access,
- complement the proposed greenbelt system,
- preserve residential areas adjacent to arterial corridors, or
- be more compatible with community character.

Some specific changes to be considered include:

- reviewing the zoning around the Waterford Speedbowl and possibly regulating such a use (and reasonable accessory uses) as a special permit in exchange for property improvements,
- reviewing the Industrial zone at the end of Industrial Drive,
- moving the western edge of the Business Triangle to the middle of the wetland system,
- creating a Neighborhood Business - Professional Office (NBPO) zone along Route 85 south of Interstate 95, and
- reducing the size of the Industrial zone east of Millstone and west of Gardiner's Wood Road while not precluding its use as apt of the electric generating facility.

While the Plan shows reducing the business zone depth along Route 1 east of Miner Avenue, in certain situations it may be advantageous to retain the business zoning if access management techniques are used to improve access control and provide other community benefits.

Business and Economic Development Plan



Revise the zoning along the east side of Route 85. Land along the east side of Route 85, across from the Crystal Mall, was once zoned for business uses but was changed to residential uses around 1977. With the current traffic characteristics of this section of the roadway, single-family residential development would be inappropriate. More detailed recommendations for land use and zoning on the east side of Route 85 between Interstates 95 and 395 are presented in Chapter 13.

Consider allowing compatible small businesses in the Village Residential districts. Small-scale business uses, such as an office or a small “general store” serving only the immediate neighborhood, may enhance some of the village areas in Waterford. Such small-scale uses might be considered as a home occupation or permitted as a special permit in a Village Residential zone, provided that:

- the site is appropriately located (such as on a major street),
- the use is well controlled and is compatible with the village character,
- any non-office meets an identifiable need in the village and is devoted to only serving the needs of the adjacent neighborhood,
- strict floor area limitations and design guidelines are adopted.

Consider adopting regulations to allow bed-and-breakfast establishments in residential zones. Such uses can, in appropriate locations and with reasonable controls, enhance the character of Waterford and provide opportunities to maintain historic structures or further other purposes of the Plan.

Design Review Process

Establish a design review process for any non-residential development. According to the survey and public forums, residents are concerned about the size and scale of recent developments (especially Shaw’s and Home Depot). A Design Review Committee would be a positive step in terms of integrating such development into the community and ensuring community compatibility. Design review is discussed in more detail in Chapter 13.

Shaw’s Supermarket on Route 1





WATERFORD

2012 Plan of Preservation, Conservation and Development

Part 1 - Policy Element

Effective- January 1, 2012

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GUIDE

Business / Economic Development

GOAL

Promote business and economic development to meet local needs and maintain a favorable tax base.

Communities typically desire business / economic development for one or more of the following reasons:

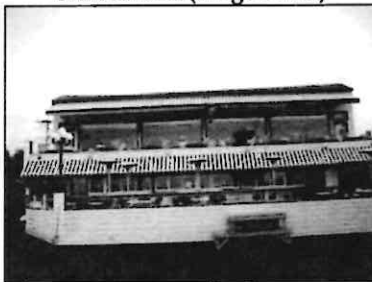
- employment for residents,
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Waterford has been very fortunate to have been able to provide for these things within the community over the years as a result of the business and economic development. Still, Waterford is interested in additional economic development for all of these reasons.

A. Continue to Pursue Economic Development

Waterford's strategic location, excellent infrastructure system (roads and utilities), low property taxes, existing business base, and progressive regulations are significant assets in terms of retaining and attracting economic development. Waterford should continue to pursue economic development which is consistent with community goals and objectives.

Sunset Ribs (Mago Point)



Boston Post Road Businesses



Sonalyt Studios



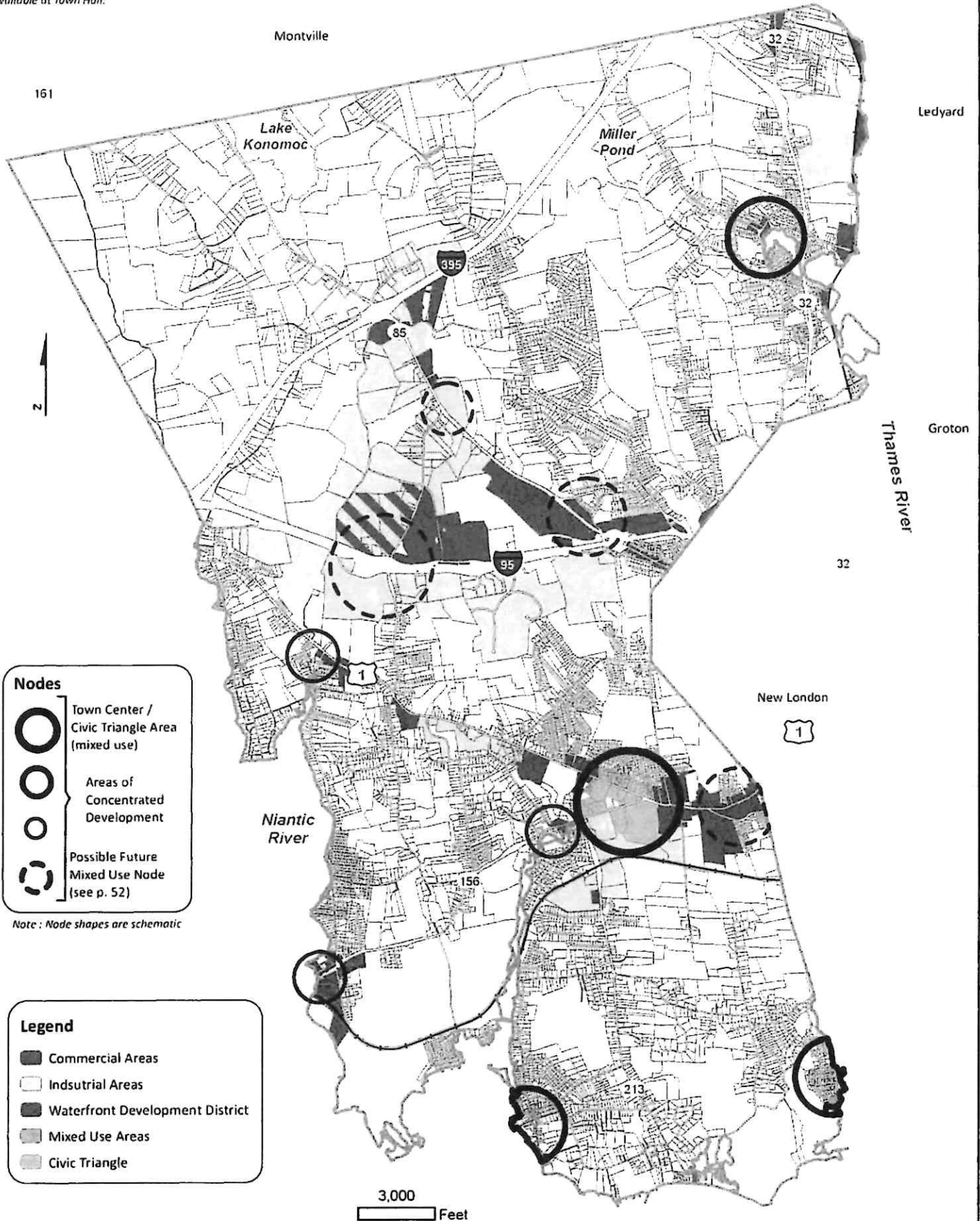
Crystal Mall



Business Development Plan

Waterford, CT

Larger scale maps are available at Town Hall.



B. Promote Appropriate Business Development

In order to promote appropriate overall growth patterns, Waterford will continue to encourage future business activity in three separate and distinct areas:

- the regional business areas adjacent to the major highways,
- areas on state roads where businesses have located to date, and
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As part of this overall strategy, Waterford should review the current business zones to be sure that the requirements and locations of business zones are appropriate and strike an appropriate balance between the interests of the community and the needs of businesses. In terms of regulatory requirements, a comprehensive review might find that:

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In addition, it may make sense to adjust the boundaries of some zoning district locations, including the combined residential/commercial zone designations, based on natural resources, roadways, infrastructure availability, sewer policy, desired future uses, and/ or neighborhood changes. Some specific areas for investigation might include:

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- along Route 85 south of Interstate 95 (Broad Street Extension), and
- the western side of Gardiner's Wood Road.

In the telephone survey, participants were receptive to most types of additional business development except for retail (about 90% of participants felt Waterford had enough or too much of this use).

<i>Issue</i>	<i>Amount Is Too Little</i>	<i>Amount Is Just Right</i>	<i>Amount Is Too Much</i>	<i>Not Sure / Don't Know</i>
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Village-style development	37%	42%	5%	16%
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Business or professional offices	24%	59%	7%	10%
Shopping mall-style developments	9%	62%	29%	0%
Strip mall-style developments	8%	60%	27%	5%

C. Invest In Infrastructure To Encourage Business Development

To enhance the development prospects of Waterford's business areas, the Town may wish to consider making necessary infrastructure investments in certain areas. In particular, this might include extending water and sewer utilities.

D. Address Needs In The Business Triangle Area

As development has continued in the Business Triangle area, it has become evident that traffic circulation (interchanges, connecting roads) is becoming an even more important issue. For example, significant traffic congestion can result at the ramps on Interstate 95 from traffic traveling between Crystal Mall area and the Cross Road / Parkway North area.

In addition, there can be access issues due to the ramp configuration onto Interstate 95 from Route 85, Cross Road, and Parkway South.

During the planning period, Waterford should continue to work with the Connecticut Department of Transportation and others to study the traffic and land use strategies for this area in order to promote the optimal outcome. A special study of this area may be warranted.

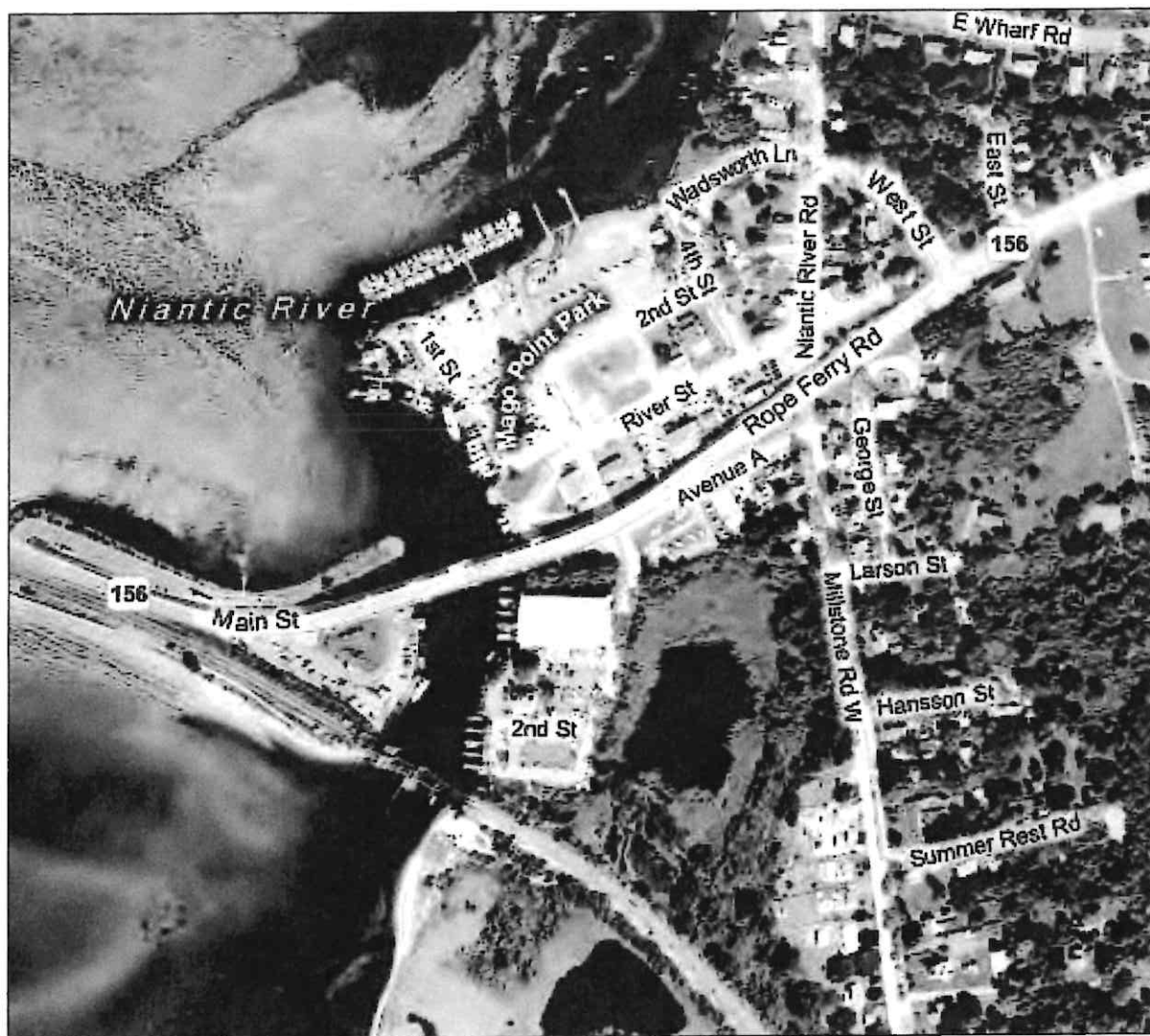


E. Address Needs In The Mago Point Area

As the only area in Waterford with a concentration of water-dependent uses, Mago Point attracts many visitors to the blend of restaurant, recreation, marina, public boat launch, and fishing charter operations. This overall character should be maintained and enhanced.

Even though there may only be limited development or redevelopment opportunities in this area, Waterford should continue to guide activities in the Mago Point area in ways which will maintain the waterfront village ambience, enhance its vitality, and attract customers and visitors to this area. As part of this, efforts should be devoted to extending and enhancing public access like the East Lyme boardwalk.

A special study of this area may be warranted. With all of the activities occurring in this area, involvement should include the State of Connecticut (boat launch and transportation), Amtrak (rail line), and property owners and business operators in the area.



F. Support Appropriate Home-Based Businesses

Due to technological and other improvements, more and more people are working from home. Waterford should maintain regulations to allow and manage home-based businesses (professional uses, business services, personal services, and contractors). Waterford can be an “incubator” for such businesses so that, as they grow and prosper, they can move from residential neighborhoods to business areas.

Special efforts should continue to:

- managing the activities of home-based contractors,
- limiting the parking of commercial vehicles in residential areas, and
- mitigating negative effects of home-based businesses.

Home Office



Home-Based Professional



Home-Based Service



Home-Based Contractor



See the “Implementation Element” of the Waterford Plan of Preservation, Conservation and Development for information on tasks and actions currently programmed for implementation of these Business Development strategies.